



**BOARD OF COMMISSIONERS OF THE COUNTY OF
ALLEN**

Council Chambers Courtroom - Citizens Square
200 East Berry St, Suite 035, Fort Wayne IN 46802

Richard E. Beck, Therese M. Brown, Ronald W. Turpin

**LEGISLATIVE SESSION AGENDA
10 AM, February 13, 2026**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3. ITEMS FOR CONSIDERATION:

3.a. Consideration of the minutes of the February 6, 2026, legislative session.

3.b. Consideration of claims submitted for payment for the period of February 3 to 10, 2026 in the amount of \$586,900.53.

Documents:

[02032026-02102026.PDF](#)

3.c. Consideration of 2026 contract for services with Greater Fort Wayne Inc.

Documents:

[GFW CONTRACT.PDF](#)

3.d. Consideration of agreement between the City of Fort Wayne and Allen County for economic development support to Do It Best Corporation.

Documents:

[DO IT BEST.PDF](#)

3.e. Consideration of Consent Resolution for Ramjo Inc./ Jackson Oil & Solvents Inc. Statement of Benefits.

Documents:

[CONSENT RESOLUTION.PDF](#)

3.f. Consideration of third amendment to Occupational Medical Services Agreement, by and between QHG of Fort Wayne LLC and the Board of Commissioners.

Documents:

[REDIMED AGREEMENT.PDF](#)

- 3.g. Consideration of renewal of TPA services with PHP for administrative services.

Documents:

[ADMIN AGREEMENT EFFECTIVE 1.1.26 - UPDATED PHI \(1\).PDF](#)

- 3.h. Consideration of excess loss insurance with Companion Life Insurance Company.

Documents:

[COMPANION LIFE APPLICATION.PDF](#)

- 3.i. Consideration of standard customer services agreement with AllOne Health Well LLC.

Documents:

[2026-01-01 - ALLEN COUNTY GOVERNMENT - CUSTOMER SERVICE AGREEMENT - SIGNED.PDF](#)

- 3.j. Consideration of COBRA premiums from PHP for medical, dental and vision plans.

Documents:

[COBRA RATES - MEDICAL PLANS EFFECTIVE 2.1.26 \(1\).PDF](#)
[COBRA RATES - DENTAL VISION EFFECTIVE 2.1.26 \(1\).PDF](#)

- 3.k. Consideration of fee agreement with KB Search Team LLC.

Documents:

[KB FEE AGREEMENT - ALLEN COUNTY INDIANA 2026 UPDATE2.PDF](#)

- 3.l. Consideration of agreement with Evotek Recruiting for Allen County Human Resources.

- 3.m. Consideration of REZ-2025-0058 to rezone 39.54 acres from A1/Agricultural to R1/Single-Family Residential for a 126-lot single-family residential subdivision on Lower Huntington Rd in Lafayette Twp.

Documents:

[REZ-2025-0058_ACTION.PDF](#)

- 3.n. Consideration of Allen County Technical Zoning Ordinance ZORD-2025-0016.

Documents:

[ZORD 2025 0016.PDF](#)

3.o. Consideration of Allen County Zoning Ordinance ZORD-2025-0018 Substantial Amendment B (Commercial Communication Towers Alignment with State regulations).

Documents:

[ZORD 2025 0018.PDF](#)

4. OTHER BUSINESS:

5. APPROVAL TO WAIVE THE 2ND READING ON ANY MATTER FOR WHICH IT MAY BE DEEMED NECESSARY FOR TODAY'S LEGISLATIVE SESSION.

6. COMMENTS FROM THE PUBLIC:

7. MOTION TO ADJOURN:

Allen County does not engage in illegal discrimination. No person shall be excluded for participation in, or denied the benefits of, a program, service, or activity of Allen County, or be subjected to discrimination because of race, color, age, sex, sexual orientation, gender identity, disability, national origin, religion, income status, or limited English proficiency. Any individual with a disability who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Allen County, should contact the *Allen County ADA and Title VI Coordinator Laura Maser*, (260) 449-7555, [\[email protected\]](#), as soon as possible but no later than seventy-two (72) hours before the scheduled event. Individuals requiring special language services should contact the Allen County ADA and Title VI Coordinator as soon as possible but no later than at least seventy-two (72) hours prior to the date on which the services will be needed.

ACCOUNTS PAYABLE VOUCHER REGISTER

County

Governmental Unit

County of Allen, Indiana

Agency

For Period February 3 to 10, 2026

Pages 1 of 7 pages

DATE FILED	VOUCHER NUMBER	NAME OF CLAIMANT	OFFICE, DEPARTMENT OR FUND	AMOUNT OF VOUCHER	AMOUNT ALLOWED	WARRANT NUMBER	MEMORANDUM
1/14/2026	2026-001060	SAC Property Management LLC	Surplus - Auditor's	\$200.00	\$200.00	776017	
1/15/2026	2026-001082	Sanchez Brandi N	Surplus - Auditor's	\$121.30	\$121.30	776018	
1/15/2026	2026-001085	Santiago Bridgett	Surplus - Auditor's	\$718.93	\$718.93	776019	
1/15/2026	2026-001092	Schmucker Jonas & Anna Mary	Surplus - Auditor's	\$5,166.90	\$5,166.90	776020	
1/15/2026	2026-001093	Schmucker Loren Jay	Surplus - Auditor's	\$897.40	\$897.40	776021	
1/15/2026	2026-001098	Schmucker Steve & Marlene	Surplus - Auditor's	\$1,079.74	\$1,079.74	776022	
1/15/2026	2026-001099	Schoenle Thomas A & Kathie D	Surplus - Auditor's	\$60.88	\$60.88	776023	
1/15/2026	2026-001101	Schuller Beverly K	Surplus - Auditor's	\$570.54	\$570.54	776024	
1/15/2026	2026-001104	Schultz Robert A Jr	Surplus - Auditor's	\$581.02	\$581.02	776025	
1/15/2026	2026-001106	Schwartz David K & Barbara F	Surplus - Auditor's	\$1,779.92	\$1,779.92	776026	
1/15/2026	2026-001108	DO McComb & Sons Funeral Homes	Surplus - Auditor's	\$217.50	\$217.50	776027	
1/15/2026	2026-001109	Scott Marshall & Palacid Breanna	Surplus - Auditor's	\$645.56	\$645.56	776028	
1/15/2026	2026-001110	Select Homes LLC	Surplus - Auditor's	\$77.77	\$77.77	776002	
1/15/2026	2026-001111	Selective Investments LLC	Surplus - Auditor's	\$953.34	\$953.34	776029	
1/15/2026	2026-001113	Sensor Tec Inc	Surplus - Auditor's	\$1,355.51	\$1,355.51	776030	
1/15/2026	2026-001115	Shabab Tamer I Sheikh El	Surplus - Auditor's	\$2,212.34	\$2,212.34	776031	
1/15/2026	2026-001120	Sherrer Holdings LLC	Surplus - Auditor's	\$4,200.97	\$4,200.97	776032	
1/15/2026	2026-001123	Shiffler Joseph P & Tammy L	Surplus - Auditor's	\$93.07	\$93.07	776033	
1/15/2026	2026-001124	Shim S Christopher & Joo Yong J	Surplus - Auditor's	\$80.29	\$80.29	776034	
1/15/2026	2026-001126	Sinclair Carolina & Manprasert Jack	Surplus - Auditor's	\$1,838.25	\$1,838.25	776035	
1/15/2026	2026-001133	Sitianus Heinz T & Kelle	Surplus - Auditor's	\$596.10	\$596.10	776036	
1/15/2026	2026-001135	Sloan Christopher & Kathleen W	Surplus - Auditor's	\$2,249.62	\$2,249.62	776037	
1/15/2026	2026-001138	Sloan Dale A & Janice L	Surplus - Auditor's	\$363.60	\$363.60	776038	
1/15/2026	2026-001139	Gerald L Smith Revocable Trust	Surplus - Auditor's	\$460.54	\$460.54	776039	
1/15/2026	2026-001140	Soe Win Win	Surplus - Auditor's	\$530.09	\$530.09	776040	
1/15/2026	2026-001142	St Clair Overlook LLC	Surplus - Auditor's	\$175.38	\$175.38	776041	
1/15/2026	2026-001143	St Joseph Health System LLC	Surplus - Auditor's	\$8,372.79	\$8,372.79	776042	
1/15/2026	2026-001144	Stanley Dean P & Kellie H	Surplus - Auditor's	\$5,494.90	\$5,494.90	776043	
1/15/2026	2026-001145	Steel Dynamics Inc	Surplus - Auditor's	\$23,827.93	\$23,827.93	776044	

1/15/20262026-001146	Stein Stephanie M	Surplus - Auditor's	\$2,882.63	\$2,882.63	776045
1/15/20262026-001147	Steinacker April & Chad	Surplus - Auditor's	\$330.00	\$330.00	776046
1/16/20262026-001152	Stellhorn MOB LLC	Surplus - Auditor's	\$137.48	\$137.48	776001
1/16/20262026-001154	Sterling Commercial Properties LLC	Surplus - Auditor's	\$2,207.33	\$2,207.33	776047
1/16/20262026-001156	Steury Margaret	Surplus - Auditor's	\$100.00	\$100.00	776048
1/16/20262026-001159	Steury Lavern Jr & Martha	Surplus - Auditor's	\$303.51	\$303.51	776003
1/16/20262026-001162	Eicher Lester & Rosemary	Surplus - Auditor's	\$564.16	\$564.16	776049
1/16/20262026-001163	Stone-Street Quarries Inc	Surplus - Auditor's	\$200.76	\$200.76	776050
1/16/20262026-001166	Summit City Real Estate LLC	Surplus - Auditor's	\$20,611.41	\$20,611.41	776051
1/16/20262026-001168	Sunnymede Forever LLC	Surplus - Auditor's	\$1,878.00	\$1,878.00	776052
1/16/20262026-001169	Superior Mansion LLC	Surplus - Auditor's	\$9,200.81	\$9,200.81	776053
1/16/20262026-001170	Swing Lynn J	Surplus - Auditor's	\$1,734.46	\$1,734.46	776054
1/16/20262026-001171	Swygart Donald E Jr & Roxanne M	Surplus - Auditor's	\$100.00	\$100.00	776055
1/16/20262026-001172	Szobody Jeffrey Scott & Angelika X	Surplus - Auditor's	\$100.00	\$100.00	776056
1/16/20262026-001175	Taylor Richard A & Kathleen S	Surplus - Auditor's	\$953.68	\$953.68	776057
1/16/20262026-001176	TB Southtown LLC	Surplus - Auditor's	\$6,105.78	\$6,105.78	776058
1/16/20262026-001179	Vaughn Barbara J	Surplus - Auditor's	\$742.48	\$742.48	776012
1/16/20262026-001183	TDB Properties LLC	Surplus - Auditor's	\$1,922.81	\$1,922.81	776059
1/16/20262026-001184	Kliever Daniel	Surplus - Auditor's	\$207.14	\$207.14	776060
1/16/20262026-001185	Reith Nicholas F Sr & Irene R	Surplus - Auditor's	\$1,471.32	\$1,471.32	776061
1/16/20262026-001186	Three Brothers LLC	Surplus - Auditor's	\$2,955.42	\$2,955.42	776062
1/16/20262026-001187	Timmons Jewell A	Surplus - Auditor's	\$53.25	\$53.25	776063
1/16/20262026-001188	Tiney Charley M	Surplus - Auditor's	\$704.00	\$704.00	776004
1/16/20262026-001195	Tingley Daniel L	Surplus - Auditor's	\$1,206.91	\$1,206.91	776064
1/16/20262026-001200	5511 Coventry Lane LLC	Surplus - Auditor's	\$9,098.66	\$9,098.66	776065
1/16/20262026-001201	Trahin Michael	Surplus - Auditor's	\$60.98	\$60.98	776066
1/16/20262026-001213	Truchoice Roofing Inc	Surplus - Auditor's	\$250.00	\$250.00	776067
1/16/20262026-001216	TTLJ-1 Property LLC	Surplus - Auditor's	\$1,168.25	\$1,168.25	776068
1/16/20262026-001220	Glessner Amber D	Surplus - Auditor's	\$1,321.78	\$1,321.78	776069
1/16/20262026-001222	Tutwiler Robert J & Bonda	Surplus - Auditor's	\$1,164.00	\$1,164.00	776070
1/16/20262026-001224	Ulle Russell B	Surplus - Auditor's	\$246.91	\$246.91	776071
1/20/20262026-001368	ALLEN COUNTY JUVENILE CENTER	Juvenile Center	\$163.44	\$163.44	775960
1/26/20262026-001605	Ulrey David R & Paula M	Surplus - Auditor's	\$452.70	\$452.70	776072
1/26/20262026-001606	United Healthcare	Surplus - Auditor's	\$112.80	\$112.80	776073
1/26/20262026-001609	Vance Richard A & Pamela W	Surplus - Auditor's	\$189.92	\$189.92	776008
1/26/20262026-001613	Vanwyngarden Ryan & Claire	Surplus - Auditor's	\$976.50	\$976.50	776074
1/26/20262026-001614	Vaughn Marilyn S	Surplus - Auditor's	\$73.14	\$73.14	776075
1/26/20262026-001617	Wagner Tony F & Elaine L	Surplus - Auditor's	\$2,166.28	\$2,166.28	776076
1/26/20262026-001619	Wall Katherine J	Surplus - Auditor's	\$1,659.96	\$1,659.96	776077

1/26/20262026-001621	Wallen Chase Community Assoc Inc	Surplus - Auditor's	\$56.93	\$56.93	776078
1/26/20262026-001622	Walman Optical Company	Surplus - Auditor's	\$1,962.67	\$1,962.67	776079
1/26/20262026-001623	Wang Yi	Surplus - Auditor's	\$1,065.37	\$1,065.37	776080
1/26/20262026-001624	Ort-Devoe Carolyn K	Surplus - Auditor's	\$335.06	\$335.06	776081
1/26/20262026-001625	Waynedale Apartments Inc	Surplus - Auditor's	\$649.00	\$649.00	776082
1/26/20262026-001626	Weber David M & Joan L	Surplus - Auditor's	\$2,469.85	\$2,469.85	776083
1/26/20262026-001641	SOUTHWEST ALLEN COUNTY SCHOOLS	EAuditor's Office	\$37.50	\$37.50	148701
1/26/20262026-001642	NORTHWEST ALLEN CO SCHOOLS (EFT)	Auditor's Office	\$56.25	\$56.25	148700
1/26/20262026-001643	FORT WAYNE COMMUNITY SCHOOLS (EIA	Auditor's Office	\$56.25	\$56.25	148702
1/26/20262026-001644	EACS EDUCATIONAL FOUNDATION INC-E	Auditor's Office	\$18.75	\$18.75	148703
1/26/20262026-001650	Wedler Ronald C & Marcia	Surplus - Auditor's	\$1,480.08	\$1,480.08	776084
1/26/20262026-001652	Weimer Beverly R	Surplus - Auditor's	\$126.14	\$126.14	776085
1/26/20262026-001657	Wheeler Jesse J	Surplus - Auditor's	\$849.55	\$849.55	776086
1/26/20262026-001659	Williams Jarian N	Surplus - Auditor's	\$1,908.97	\$1,908.97	776087
1/26/20262026-001667	Williams Michael J	Surplus - Auditor's	\$3,056.26	\$3,056.26	776088
1/26/20262026-001684	Wilson Ann Marie	Surplus - Auditor's	\$1,161.64	\$1,161.64	776089
1/26/20262026-001685	Witte Jan A	Surplus - Auditor's	\$698.30	\$698.30	776011
1/27/20262026-001700	Worden Michael L & Crystal N	Surplus - Auditor's	\$499.71	\$499.71	776090
1/27/20262026-001704	Wright Brenda	Surplus - Auditor's	\$107.00	\$107.00	776013
1/27/20262026-001705	Yontz James	Surplus - Auditor's	\$500.00	\$500.00	776091
1/27/20262026-001706	York Tori L	Surplus - Auditor's	\$819.64	\$819.64	776092
1/27/20262026-001707	Youell Shareese	Surplus - Auditor's	\$316.22	\$316.22	776093
1/27/20262026-001708	PRO-CLAIM PLUS INC/PHP	Auditor's Office	\$119,756.38	\$119,756.38	775969
1/27/20262026-001709	Zechiel Tim Brian & Marie Ellen	Surplus - Auditor's	\$1,058.50	\$1,058.50	776014
1/27/20262026-001714	Zee-Cheng Chi-Wa Wanda	Surplus - Auditor's	\$6,280.23	\$6,280.23	776094
1/27/20262026-001717	Zehr Alvin & Rebecca Rose	Surplus - Auditor's	\$286.89	\$286.89	776009
1/27/20262026-001728	Winstead Jun L	Surplus - Auditor's	\$340.64	\$340.64	776095
1/27/20262026-001732	Horne Mary	Surplus - Auditor's	\$948.26	\$948.26	776096
1/27/20262026-001784	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$32.00	\$32.00	775975
1/27/20262026-001816	AMERICAN FINANCIAL CREDIT (EFT)	Treasurer's Office	\$10,274.18	\$10,274.18	148708
1/27/20262026-001817	CONTEMPORARY SERVICES CORPORATI	(Memorial Coliseum	\$4,607.49	\$4,607.49	148719
1/28/20262026-001837	COMCAST (EFT)	Adult Probation	\$54.70	\$54.70	148709
1/28/20262026-001861	Ankenbruck David & Heather R	Surplus - Auditor's	\$47.50	\$47.50	776097
1/28/20262026-001864	Baden Gage & Schroeder LLC	Surplus - Auditor's	\$40.00	\$40.00	776098
1/28/20262026-001867	Bailey William L	Surplus - Auditor's	\$50.00	\$50.00	776099
1/28/20262026-001872	Barker Ralph	Surplus - Auditor's	\$44.20	\$44.20	776016
1/28/20262026-001873	Beghtel June Ann	Surplus - Auditor's	\$43.08	\$43.08	776100
1/28/20262026-001874	Foster Todd M & Rita	Surplus - Auditor's	\$50.00	\$50.00	776101
1/28/20262026-001875	Cole Dana	Surplus - Auditor's	\$50.00	\$50.00	776010

1/28/20262026-001876	Heidegger Christene Ann	Surplus - Auditor's	\$49.72	\$49.72	776102
1/28/20262026-001877	Wiseman Jenna Lee	Surplus - Auditor's	\$45.52	\$45.52	776103
1/28/20262026-001878	Fox Angela K	Surplus - Auditor's	\$45.41	\$45.41	776104
1/28/20262026-001879	McCoskey Danny C	Surplus - Auditor's	\$41.02	\$41.02	776105
1/28/20262026-001880	Hefty Mark J	Surplus - Auditor's	\$40.41	\$40.41	776106
1/28/20262026-001882	Oliva Maria Margarita Novichoque	Surplus - Auditor's	\$40.36	\$40.36	776107
1/28/20262026-001884	Magee LLC-S Monroeville Series	Surplus - Auditor's	\$40.00	\$40.00	776108
1/28/20262026-001885	Case Timothy W & Lori A	Surplus - Auditor's	\$40.00	\$40.00	776109
1/29/20262026-001898	Cavicchioni Mabel E	Surplus - Auditor's	\$955.29	\$955.29	776110
1/29/20262026-001912	Babb Kevin & Victoria	Surplus - Auditor's	\$180.00	\$180.00	776111
1/29/20262026-001915	Brooks Vernon Jr	Surplus - Auditor's	\$93.39	\$93.39	776015
1/29/20262026-001916	16th Amendment Services LLC	Surplus - Auditor's	\$350.10	\$350.10	776112
1/29/20262026-001918	Engelman Linda J	Surplus - Auditor's	\$50.95	\$50.95	776005
1/29/20262026-001919	Ford Evan O & Connie D	Surplus - Auditor's	\$168.83	\$168.83	776006
1/29/20262026-001920	Gaskill Lawrence E & Kathryn E	Surplus - Auditor's	\$2,623.10	\$2,623.10	776113
1/29/20262026-001940	FRONTIER (EFT)	Commissioners' Office	\$6,170.14	\$6,170.14	148706
1/29/20262026-001942	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$767.50	\$767.50	775974
1/29/20262026-001943	Corazon Patty Jo	Surplus - Auditor's	\$497.46	\$497.46	776114
1/29/20262026-001945	Easterly Enterprises LLC	Surplus - Auditor's	\$2,208.66	\$2,208.66	776115
1/29/20262026-001948	Elser Darlene L	Surplus - Auditor's	\$616.78	\$616.78	776116
1/30/20262026-001951	NIPSCO	Maintenance	\$1,890.89	\$1,890.89	775967
1/30/20262026-001952	NIPSCO	Maintenance	\$1,369.99	\$1,369.99	775967
1/30/20262026-001953	NIPSCO	Maintenance	\$700.14	\$700.14	775967
1/30/20262026-001954	INDIANA MICHIGAN POWER COMPANY	Maintenance	\$13,599.46	\$13,599.46	148704
1/30/20262026-001955	INDIANA MICHIGAN POWER COMPANY	Maintenance	\$1,757.59	\$1,757.59	148704
1/30/20262026-001956	INDIANA MICHIGAN POWER COMPANY	Highway	\$29.13	\$29.13	148704
1/30/20262026-001957	INDIANA MICHIGAN POWER COMPANY	Highway	\$32.83	\$32.83	148704
1/30/20262026-001958	NIPSCO	Highway	\$7,459.95	\$7,459.95	775967
1/30/20262026-001960	NEILL, RODNEY	Sheriff's Office	\$285.00	\$285.00	775968
1/30/20262026-001962	TRI-COUNTY WATER CONDITIONING INC	Highway	\$52.00	\$52.00	148710
1/30/20262026-001966	PAULDING-PUTNAM ELECTRIC CO-OP	Highway	\$524.82	\$524.82	775966
1/30/20262026-001977	NIPSCO	Maintenance	\$268.83	\$268.83	775967
1/30/20262026-001978	YOUTH SERVICES/PETTY CASH	Youth Services Center	\$270.49	\$270.49	775982
2/2/20262026-002050	NIPSCO	Maintenance	\$89.05	\$89.05	775967
2/2/20262026-002051	NIPSCO	Maintenance	\$1,144.40	\$1,144.40	775967
2/2/20262026-002052	ALLEN COUNTY TREASURER	Auditor's Office	\$135,746.65	\$135,746.65	775976
2/2/20262026-002053	INDIANA MICHIGAN POWER COMPANY	Maintenance	\$432.82	\$432.82	148704
2/2/20262026-002054	CITY UTILITIES	Maintenance	\$577.55	\$577.55	775965
2/2/20262026-002055	ALLEN COUNTY TREASURER	Auditor's Office	\$59.11	\$59.11	775979

2/2/20262026-002057	CITY UTILITIES	Maintenance	\$340.82	\$340.82	775965
2/2/20262026-002058	Arrington Betty J	Surplus - Auditor's	\$2,018.74	\$2,018.74	776007
2/2/20262026-002062	NORTHEASTERN REMC (EFT)	Highway	\$108.18	\$108.18	148699
2/2/20262026-002072	NIPSCO	Sheriff's Office	\$31,729.94	\$31,729.94	775985
2/2/20262026-002073	CITY UTILITIES	Maintenance	\$486.47	\$486.47	775965
2/2/20262026-002074	PUBLIC DEFENDER - PETTY CASH	Public Defender	\$51.22	\$51.22	775987
2/2/20262026-002077	LOWES * (EFT)	Youth Services Center	\$257.63	\$257.63	148705
2/2/20262026-002083	HUNTERTOWN UTILITIES	Maintenance	\$36.21	\$36.21	148707
2/2/20262026-002084	HUNTERTOWN UTILITIES	Maintenance	\$149.55	\$149.55	148707
2/2/20262026-002085	HUNTERTOWN UTILITIES	Health	\$26.99	\$26.99	148715
2/2/20262026-002086	CLERK OF ALLEN CIRCUIT COURT	Clerk's Office	\$31.80	\$31.80	775983
2/2/20262026-002087	FRONTIER (EFT)	Health	\$141.31	\$141.31	148714
2/2/20262026-002088	CITY UTILITIES	Health	\$318.19	\$318.19	775981
2/2/20262026-002092	Roemke Brian S	Surplus - Auditor's	\$100.00	\$100.00	776117
2/2/20262026-002099	HEARTLAND REMC (EFT)	Highway	\$28.49	\$28.49	148716
2/2/20262026-002100	HEARTLAND REMC (EFT)	Highway	\$73.17	\$73.17	148716
2/2/20262026-002101	HEARTLAND REMC (EFT)	Highway	\$39.27	\$39.27	148716
2/2/20262026-002102	HEARTLAND REMC (EFT)	Highway	\$45.56	\$45.56	148716
2/2/20262026-002103	HEARTLAND REMC (EFT)	Highway	\$229.27	\$229.27	148716
2/2/20262026-002104	HEARTLAND REMC (EFT)	Highway	\$80.45	\$80.45	148716
2/2/20262026-002105	HEARTLAND REMC (EFT)	Highway	\$39.27	\$39.27	148716
2/2/20262026-002106	HEARTLAND REMC (EFT)	Highway	\$54.39	\$54.39	148716
2/2/20262026-002107	HEARTLAND REMC (EFT)	Highway	\$39.11	\$39.11	148716
2/2/20262026-002108	HEARTLAND REMC (EFT)	Highway	\$40.57	\$40.57	148716
2/2/20262026-002109	HUNTERTOWN UTILITIES	Highway	\$600.11	\$600.11	148715
2/2/20262026-002110	HUNTERTOWN UTILITIES	Highway	\$149.55	\$149.55	148715
2/2/20262026-002126	INDIANA MICHIGAN POWER COMPANY	Health	\$2,501.25	\$2,501.25	148712
2/2/20262026-002127	VERIZON WIRELESS LLC *	Health	\$2,300.48	\$2,300.48	148717
2/2/20262026-002130	INDIANA MICHIGAN POWER COMPANY	Sheriff's Office	\$568.87	\$568.87	148712
2/2/20262026-002133	CITY UTILITIES	Sheriff's Office	\$28,845.18	\$28,845.18	775981
2/2/20262026-002138	MULTI SERVICE TECHNOLOGY SOLUTION	Highway	\$50.94	\$50.94	775988
2/2/20262026-002139	MULTI SERVICE TECHNOLOGY SOLUTION	Highway	\$120.45	\$120.45	775988
2/2/20262026-002140	INDIANA MICHIGAN POWER COMPANY	Highway	\$1,561.78	\$1,561.78	148712
2/2/20262026-002141	INDIANA MICHIGAN POWER COMPANY	Highway	\$113.31	\$113.31	148712
2/2/20262026-002142	INDIANA MICHIGAN POWER COMPANY	Highway	\$29.13	\$29.13	148712
2/2/20262026-002143	INDIANA MICHIGAN POWER COMPANY	Highway	\$34.82	\$34.82	148712
2/2/20262026-002144	INDIANA MICHIGAN POWER COMPANY	Highway	\$29.13	\$29.13	148712
2/2/20262026-002145	INDIANA MICHIGAN POWER COMPANY	Highway	\$31.99	\$31.99	148712
2/2/20262026-002146	LOWES * (EFT)	Highway	\$148.02	\$148.02	148713

2/2/20262026-002147	LOWES * (EFT)	Highway	\$27.91	\$27.91	148713
2/2/20262026-002156	Smith Roger L	Surplus - Auditor's	\$106.12	\$106.12	776118
2/2/20262026-002159	UB Machine LLC	Surplus - Auditor's	\$1,560.58	\$1,560.58	776119
2/2/20262026-002167	CITY WIDE FACILITY SOLUTIONS	Memorial Coliseum	\$8,547.75	\$8,547.75	148720
2/3/20262026-002184	SUBURBAN PROPANE (EFT)	Parks	\$1,780.81	\$1,780.81	148718
2/3/20262026-002187	HEARTLAND REMC (EFT)	Parks	\$1,039.47	\$1,039.47	148716
2/3/20262026-002190	INDIANA MICHIGAN POWER COMPANY	Maintenance	\$4,312.42	\$4,312.42	148712
2/3/20262026-002195	FRONTIER (EFT)	Memorial Coliseum	\$139.61	\$139.61	148714
2/3/20262026-002198	CITY UTILITIES	Maintenance	\$1,045.83	\$1,045.83	775981
2/3/20262026-002200	VERIZON WIRELESS LLC *	Memorial Coliseum	\$346.50	\$346.50	148717
2/3/20262026-002204	CITY UTILITIES	Maintenance	\$90.14	\$90.14	775981
2/3/20262026-002211	CITY UTILITIES	Maintenance	\$4,315.67	\$4,315.67	775981
2/3/20262026-002225	CITY UTILITIES	Maintenance	\$79.56	\$79.56	775981
2/3/20262026-002228	JOHN DEERE FINANCIAL	Parks	\$266.40	\$266.40	775986
2/3/20262026-002238	JOHN DEERE FINANCIAL	Maintenance	\$9.99	\$9.99	775986
2/3/20262026-002257	LINGO TELECOM LLC	Memorial Coliseum	\$686.72	\$686.72	775989
2/3/20262026-002275	PAULDING-PUTNAM ELECTRIC CO-OP	Sheriff's Office	\$2,538.02	\$2,538.02	775984
2/3/20262026-002300	CONTEMPORARY SERVICES CORPORATI	Memorial Coliseum	\$560.00	\$560.00	148719
2/3/20262026-002305	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$0.02	\$0.02	775974
2/3/20262026-002306	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$5.00	\$5.00	775974
2/3/20262026-002313	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$1.32	\$1.32	775974
2/3/20262026-002314	LOWES * (EFT)	Community Corrections	\$46.53	\$46.53	148713
2/3/20262026-002322	FRONTIER (EFT)	Community Corrections	\$236.90	\$236.90	148714
2/3/20262026-002324	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$0.90	\$0.90	775974
2/3/20262026-002326	CONTEMPORARY SERVICES CORPORATI	Memorial Coliseum	\$1,368.47	\$1,368.47	148719
2/4/20262026-002328	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$0.20	\$0.20	775974
2/4/20262026-002331	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$24.70	\$24.70	775974
2/4/20262026-002332	ALLEN COUNTY TREASURER	Surplus - Auditor's	\$0.01	\$0.01	775974

Jackie Scheuman, Auditor

ALLOWANCE OF VOUCHERS

We have examined the vouchers listed on the forgoing accounts payable voucher register, consisting of _____ pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total amount of : **\$586,900.53**

Dated this _____ day of _____, _____.

Richard E. Beck

Therese M. Brown

Ronald W. Turpin

The Board of Commissioners of the County of Allen, Indiana

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement for Economic Development Services is dated _____, 2026 but effective as of January 1, 2026 (the "Effective Date") by and between the Board of Commissioners of the County of Allen ("County") and the Fort Wayne – Allen County Economic Development Alliance, Inc., an Indiana non-profit corporation, by and through its affiliate, Greater Fort Wayne, Inc., an Indiana non-profit corporation ("GFW"). This agreement shall expire on December 31, 2026.

RECITALS:

County is engaged in an ongoing economic development program to benefit its citizens through the retention and creation of employment opportunities and the expansion of County's tax base. County desires to obtain professional marketing and project coordination services to enhance the effectiveness of its economic development program. GFW is engaged in various economic development activities in Allen County including the providing of professional marketing and project coordination services for the benefit of public and quasi-public entities (the "Economic Development Services") and desires to perform the Economic Development Services for County in accordance with the term and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained in this Agreement, County and GFW agree as follows:

1. **SCOPE OF SERVICES:** GFW shall perform the Economic Development Services described in Schedule A attached hereto and made a part hereof (the "Scope of Economic Development Services"). The Economic Development Services shall be performed by GFW in accordance with the goals and performance measures set forth in attached Schedule A. The goals and performance measures will be used by the parties to evaluate the performance by GFW hereunder during the Term.
2. **TERM:** This Agreement shall commence as of the Effective Date and shall continue until December 31, 2026 (the "Term") unless terminated by County or GFW prior thereto in accordance with Section 10 hereof. GFW shall perform and deliver all the Economic Development Services during the Term at such times and in such components as the parties shall determine or as County may reasonably request.
3. **COMPENSATION:** Subject to Section 10. hereof, GFW shall be paid a fee of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) (the "Fee"), payable in four (4) equal quarterly installments of Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$87,500.00) for the performance of the Economic Development Services in accordance with the terms of this Agreement, commencing with the first quarter of 2026. The Fee shall include payment for costs and expenses incurred by or on behalf of GFW in the performance and delivery of the Economic Development Services. Each quarterly payment shall be made within thirty (30) days following submission of an invoice for payment which shall include a detailed description of the Economic Development Services performed by GFW for such quarter.
4. **CHANGES TO SCOPE OF ECONOMIC DEVELOPMENT SERVICES:** County may from time to time during the Term request changes in the Scope of Economic Development Services. Such changes, including any increase or decrease in compensation hereunder upon which County and GFW agree because of such changes, shall be contained in a written amendment to this Agreement. County may also request a decrease in the amount of compensation payable to GFW hereunder in the event GFW fails to perform

and deliver the Economic Development Services or fails to achieve the goals or meet the performance measures in the performance and delivery of the Economic Development Services as provided in attached Schedule A. The parties shall negotiate in good faith any adjustment to compensation under this Section

5. **STAFFING:** GFW shall utilize qualified and competent professional staff, consultants, independent contractors and subcontractors authorized under applicable federal, state and local laws, rules and regulations to perform and deliver the Economic Development Services under this Agreement. At the beginning of the Agreement, GFW shall provide County with a list of staff assigned to implement the Scope of Services in Schedule A, along with a written list of consultants, independent contractors and subcontractors whom GFW intends to engage in the performance and delivery of the Economic Development Services. GFW will review the economic development budget and work plan with the Board of Commissioners and county staff at regular monthly meetings.

6. **REPORTS:** GFW shall submit quarterly written or electronic reports to County which shall provide a description of the goals targeted, activities undertaken and accomplishments that have been achieved during the previous quarter together with a description of projects to be undertaken during the following quarter. On or before January 15, 2027, GFW shall submit to County a final written report which documents the Economic Development Services performed and the work accomplished by GFW under this Agreement during the Term (the "Final Report"). The Final Report shall document the accomplishments during the Term, identify any significant deviation by GFW in the performance of the Scope of Economic Development Services and outline plans, recommendations and projections for calendar year 2027 in the event the parties have agreed to renew this Agreement.

7. **OWNERSHIP OF DOCUMENTS:** All documents, data, literature, logos and other materials (including computer software), whether in written or electronic form, generated by GFW in the performance of its obligations under this Agreement (the "Documents") shall be and remain the property of GFW. Upon County's written request, GFW shall reproduce and deliver copies of the Documents to County.

8. **COMPLIANCE WITH LAWS**

A. GFW shall comply with all federal, state and local statutes, rules, regulations and ordinances in the performance and delivery of the Economic Development Services and regarding any other matter pertaining in any manner to this Agreement.

B. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.

C. The parties agree that any action at law or in equity initiated by either party regarding or relating to this Agreement shall be heard by a court of applicable jurisdiction located in Allen County, Indiana.

9. **RELEASE AND INDEMNIFICATION:** To the fullest extent permitted by law, GFW agrees to forever release, defend, indemnify and hold harmless County, its officers, directors, employees, agents, departments and divisions, from and against any and all loss of or damage to property, injuries to or death of any person or persons, and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims, both known and unknown and whether now existing or hereafter arising, which is in any manner related to or associated with the performance and delivery of the Economic Development Services by or

any other act or omission to act by GFW, its employees, independent contractors, subcontractors, consultants and agents in connection with this Agreement. This release and indemnification shall survive the expiration or earlier termination of this Agreement for any reason.

10. **TERMINATION:** Either County or GFW may terminate this Agreement prior to the expiration of the Term, with or without cause, upon written notice to the non-terminating party. If termination is for cause, which shall include any impropriety, default or breach under this Agreement by the non-terminating party, the terminating party shall provide ten (10) days' notice of termination. If termination is without cause, the terminating party shall provide thirty (30) days' notice of termination. County may also terminate this Agreement prior to the expiration of the Term, in the event budgeted funds are not available to pay GFW the compensation described in Section 3. hereof upon written notice to GFW. In the event of termination prior to the expiration of the Term by either party, County shall be responsible for payment of the compensation to and including the date of notice of termination under this Section 10.

11. **BEST EFFORTS:** GFW shall devote its best efforts and resources to the performance and delivery of the Economic Development Services hereunder and the performance of all ancillary services reasonably requested by County or required under this Agreement in connection with GFW's performance hereunder in order to achieve the maximum effectiveness and success of County's economic development program.

12. **INDEPENDENT CONTRACTOR:** GFW is at all times serving as an independent contractor of County hereunder, and no employees, consultants and subcontractors of GFW are employees of County. GFW is responsible for all obligations relating to federal and state income tax, self-employment, Medicare and FICA taxes and contributions and all other employer taxes, contributions and withholdings related to its employees.

13. **NOTICES:** All notices sent by County or GFW under this Agreement shall be personally delivered or sent by United States prepaid certified mail, return receipt requested as follows:

If to County:
Board of Commissioners
200 East Berry Street Suite 410
Fort Wayne, IN 46802
Attn: Chief of Staff

If to GFW:
Greater Fort Wayne, Inc.
200 East Main Street Suite 800
Fort Wayne, IN 46802
Attn: Chief Executive Officer

14. **ASSIGNMENT:** GFW shall not assign, subcontract or transfer any right, duty or obligation of GFW under this Agreement without the prior written consent of County. County understands that GFW may engage consultants or subcontractors to assist GFW in the performance and delivery of the Economic Development Services.

15. **AMENDMENTS:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written instrument executed by County and GFW.

16. **CAPTIONS:** The captions provided herein at the beginning of each section shall not in any way limit, restrict or define the meaning of the section.

17. **E-VERIFY:** In accordance with I.C. §22-5-1.7, GFW understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security. GFW further understands that they are not required to verify work eligibility status of newly hired employees of GFW through the E-Verify program if the E-Verify program no longer exists. GFW certifies that they do not knowingly employ any unauthorized aliens.

18. **NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, GFW and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. GFW shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

19. **INSURANCE:** GFW shall maintain Worker’s Compensation insurance coverage in full force and effect during the performance of this agreement per statutory requirements.

20. **ADVOCACY:** GFW’s advocacy work is focused on projects and public policy. GFW and its employees will not engage in advocacy for candidates running for county office; however, this does not include political activities while not in their official capacity. GFW employees will conduct themselves in a professional and ethical manner while performing their duties under this contract. This provision does not supersede or infringe on the constitutional rights of the employees of GFW.

IN WITNESS WHEREOF, the County of Allen and Greater Fort Wayne, Inc. have executed this Agreement as of the date first above written.

COUNTY OF ALLEN
By and through its Board of Commissioners

FORT WAYNE-ALLEN COUNTY
ECONOMIC DEVELOPMENT ALLIANCE, INC.
By and through Greater Fort Wayne, Inc.

By: _____
Therese M. Brown

By: _____
John Urbahns, President/CEO

By: _____
Richard E. Beck

By: _____
Ronald W. Turpin

Attest: _____
Chris Cloud, Deputy Auditor

Schedule A

Local Economic Development Organization (LEDO)

- Serve as the Lead Economic Development Organization (LEDO) for Fort Wayne – Allen County. GFW Inc. will serve as the primary community resource for economic development information. Ensure that the local participation on all business retention, expansion, and attraction projects is coordinated by serving as the community’s project coordinator. As the LEDO, GFW will continue to have a focus on those jobs which raise the county’s average wage.
 - Actively market GFW as the lead economic development organization for Fort Wayne – Allen County.
 - Respond to leads/requests for information (RFIs) issued by the Indiana Economic Development Corporation (IEDC), utility providers, and other partners.
 - Respond to leads that come direct to Greater Fort Wayne Inc. via our website, telephone, investor referral, or other source.
 - Produce and update marketing collateral, including digital and print.
 - GFW Inc. will implement a project management database with access by partners.
 - Regularly convene partners including (Allen County, City of Fort Wayne, City of New Haven, Town of Hometown, City Utilities, IEDC, Northeast Indiana Works, Airport Authority, etc.) via tactical monthly project meetings.
 - Inform the community about economic development projects and investments via press releases, social media, email, GFW Inc.’s annual meeting, etc.
 - Collaborate with area commercial brokers, city, county, and airport to market available sites and properties via iCrex (Indiana Commercial Real Estate Exchange) – or the most frequently used exchange by regional brokers in 2026, listing sites and properties on IEDC’s ZoomPropsector for state-issued leads, where needed.
 - Research best practices in tax incentives, workforce attraction and retention, and land banking from around the United States and collaborate with local government leaders and staff as to whether these best practices could or should be implemented.

Allen County Together (ACT) Implementation

- Develop a land acquisition strategy to secure an additional 500 acres for economic development.
 - Leverage the Fort Wayne-Allen County Economic Development Alliance.
 - Coordinate to ensure all potential sites are served by utilities.
 - Provide guidance on site size, building size, and other characteristics of leads received.
 - Work to implement the Sites Task Force recommendations.
- GFW will continue to submit properties that are owned by the Allen County Redevelopment Commission for compatible project leads. GFW will proactively work with the County in alignment with the County’s goals:
 - Work with the County’s Director of Redevelopment to update marketing materials for Stonebridge Business Park.
 - Add context map to show proximity to nearby assets.

- Develop site layout options and use in promotion
 - Promotion of spec building and TIF reimbursement programs.
- Support continued jet aviation mission of the Air National Guard-122 and base modernization.
 - Communicate the economic impact of the base to the broader community.
 - Develop a concept plan to support base modernization, in coordination with the 122nd.
- Work with Allen County, City of Fort Wayne, and Brightpoint to identify next steps to build the community's CDFI (community development financial institutions) capacity.
- Continue to participate in key initiatives where partner organizations are leading implementation.
- Continue to identify opportunities for improvement and collaboration among entrepreneur service organizations to enhance the competitiveness of our entrepreneurial ecosystem.
- Convene local government and private sector partners to identify funding opportunities to support the advancement of ACT priorities.

Business Development

- Outreach to local and national "Top Prospects", as identified through onsites program, referrals, company sales/acquisitions, and data analytics.
- Outreach to the major suppliers, vendors, and clients of our top companies in each cluster to introduce Fort Wayne-Allen County and gauge interest in relocation or developing a permanent presence in Allen County.
- Headquarter visits (inbound or outbound), in coordination with local partners and elected officials.
- FDI strategy
 - International Center services including protocol training for economic development and developer community, consulate visits, and translation services.
 - Increased marketing efforts around automotive technology
- Family product development (VFW plan) assistance.
- Additional services to be determined jointly by GFW and Allen County.

Talent Attraction

- Continue the Onboard Fort Wayne program to include a full spectrum of talent attraction events from high school to C-level executives.

- Reposition the “community” page on GFW’s website to be squarely focused on relocation/talent attraction resources, including “Ask a Local.”
- Invest in workforce development through its Grow Allen initiative which seeks to ensure all graduating students in Allen County have the tools to pursue careers.

Internal/External Communications

- Host bi-annual feedback sessions with county elected officials to solicit feedback and ideas related to economic development.
- Coordinate regular tours of Fort Wayne-Allen County businesses and projects under construction and invite local elected officials and economic development partners to participate.
 - GFW will aim to provide tour options six times a year.

Provide opportunities for a Commissioner to visit locally based businesses on a regular basis to better understand the challenges and opportunities of doing business in Allen County.

- GFW will hold monthly meetings with the Allen County Commissioners and Director of Redevelopment with topics including a status report of the work plan, insights on the economic development landscape, ACT implementation, scheduling of focus group or industry meetings, etc.
- GFW will not advocate for legislation contrary to Allen county's printed platform without first consulting with Allen County.

Regional Collaboration

- GFW Inc. will work collaboratively to market the community to prospective companies and secure projects and investment in the community.
 - GFW will represent Allen County at the 11-County LEDO Council

DO IT BEST FUNDING AGREEMENT

This Agreement is between and among the Board of Commissioners of the County of Allen ("County") and the City of Fort Wayne by and through its Division of Community Development ("City"). The parties to this Agreement, in consideration of the mutual covenants, obligations and stipulations set forth therein, witness and agree as follows:

WHEREAS, the County and City engage in economic development activities and agreements in collaboration with companies, developers, employers that result in, among other desirable outcomes, the creation and retention of jobs; and

WHEREAS, Do it Best Corp., ("Recipient") is an international corporation currently headquartered in Fort Wayne, Indiana and is a major employer in the City and the County; and

WHEREAS, the parties desire to enter into an agreement to encourage the retention of and possible expansion of job opportunities in the community as anticipated by the Recipient and as more particularly described in Exhibit A attached hereto ("Jobs Schedule"); and

WHEREAS, State and local laws and ordinances allow for the execution of agreements between and amongst the agencies which are a party to this Agreement to foster economic development; and

WHEREAS, in order for the Recipient to grow its Headquarters in Allen County, the Recipient must further expand in Indiana in order to support its existing business operations, accommodate future growth and to retain and attract the necessary skilled workforce to remain competitive and operational, which such expansion is projected to include investment in real property improvements, new furniture and fixtures and information technology equipment, at an estimated cost in excess of \$12 million (collectively, the "Improvements"); and

WHEREAS, the City, has entered into an agreement with the Recipient, attached as Exhibit C (the "Contract"), whereby the Recipient would be reimbursed for a portion of the costs of the Improvements and for training costs and the hiring and relocation of employees to Allen County, IN, in each case related to the expansion of its headquarters in Allen County; and

WHEREAS, the County has committed to transfer to the City the funds to be provided to the Recipient from the County in the amount and based on the schedule detailed in Exhibit B, attached hereto and made a part hereof ("Disbursement Schedule") for the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth hereinafter, the parties agree as follows:

1. The parties agree that the County shall transfer funds to the City pursuant to the Disbursement Schedule attached hereto as Exhibit B in an amount in total not to exceed \$100,000.00.
2. The City shall not make a prepayment on the Contract or amend the Contract without the prior written consent of the County.
3. That the terms of the Contract shall not apply to the County.
4. The Board of Commissioners shall make a request for and vigorously pursue the appropriation of the funds needed to comply with this Agreement as part of their annual budget request. If the Allen County Council determines that funds are not or will not be appropriated or otherwise available to support continuation of performance of contract, the contract is considered canceled without recourse. A determination by the fiscal body that funds are not or will not be appropriated or otherwise available to support continuation of performance is final and conclusive. The County shall give the City and the Recipient written notice of said determination within three (3) days after said determination is made by the fiscal body.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives, have executed this Agreement on the dates entered below.

The Board of Commissioners of the County of Allen

_____ Date _____

Therese M. Brown

_____ Date _____

Ronald Turpin

_____ Date _____

Richard E. Beck Jr.

ATTEST:

_____ Date _____

Chris Cloud, Deputy Director

City of Fort Wayne

_____ Date _____

Mayor Sharon Tucker

EXHIBIT A

Do It Best, Inc. - JOBS SCHEDULE

Do It Best, Inc. shall make all reasonable efforts to create the 180 full-time equivalent positions in Fort Wayne and Allen County, Indiana according to the schedule below. All existing and anticipated new jobs shall be located at the Electric Works West campus located in the City of Fort Wayne.

Calendar Year	Cumulative Number of Net New Full-Time Permanent Indiana-Resident Employees at the Project	Hourly <u>Average</u> Wage, excluding benefits or bonuses, of Cumulative Net New Jobs
2026	60	\$45.00
2027	120	\$45.90
2028	180	\$46.82

EXHIBITB

Do It Best, Inc. - DISBURSEMENT SCHEDULE

The Total Grant shall be paid to the Recipient over a two (2) year period in the amounts shown in the table below; provided, however, the City's obligation to pay the County Grant portion of the total grant shall be subject to the City's annual receipt of the County Grant as described herein. Payment #1 to the Recipient shall occur within 6 months following the Recipient adding 60 or more jobs as described in the IEDC Application for Incentives to the Electric Works West Campus. City will request County grant funds upon notice from the Recipient that they have added 60 or more jobs in anticipation of making Payment #1. Payment #2 shall be made within 6 months following the Recipient adding 120 jobs as described in the IEDC Application for Incentives to the Electric Works West Campus. City will request County grant funds upon notice from the Recipient that they have added 120 or more jobs in anticipation of making Payment #2. In the event that the first reimbursement request is not submitted or processed in calendar year 2026, the Recipient may elect to extend the reimbursement schedule accordingly, allowing reimbursements to occur in 2027 and 2028 as necessary to complete the project and ensure full compliance with the terms of the agreement.

Year of Payment	City Grant Amount	County Grant Amount
2026	\$75,000	\$50,000
2027	\$75,000	\$50,000

RESOLUTION NO. _____

**BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
CONSENT RESOLUTION FOR RAMJO, INC./JACKSON OIL & SOLVENTS, INC.
STATEMENT OF BENEFITS**

WHEREAS, the County of Allen has been requested by the owners of record to find, pursuant to I.C. 6-1.1-12.1-2, that the attached Statement of Benefits justifies a deduction in assessed value of real and personal property:

WHEREAS, on December 16, 2004, the County Council of Allen County, Indiana, did adopt a Confirmatory Resolution for the designation of all real estate in unincorporated Allen County except that zoned RS, RSP-1, RSP-2, A-2, A-3, RSP-3, and MH as an Economic Revitalization Area (ERA # 135) pursuant to Allen County Council Resolution No. 2004-12-16-03 and amended by Resolution No. 2019-01-17-02 excluding zoning districts A3, R1, R2, R3, MHS or MHP under Allen County Zoning Map effective January 1, 2018. The County Council of Allen County, Indiana reestablished criteria for the review of SB-1 applications by Resolution 2024-07-10-01; and

WHEREAS, on March 11, 2026, the Allen County Council will consider approval of the attached Statement of Benefits forms for Ramjo, Inc./Jackson Oil & Solvents, Inc. in order to provide a tax abatement; and

WHEREAS, on March 12, 2024; the Allen County Redevelopment Commission did adopt a Declaratory Resolution declaring certain real estate described therein and generally located within Section 5 of Pleasant Township, Allen County, Indiana, lacking in adequate public improvements to facilitate the attraction of permanent jobs and a detriment to the social and economic interests of Allen County and its inhabitants and that the development of such area will be of public utility and benefit pursuant to the provisions of I.C. 36-7-14, and that said real estate should be designated as the Conservation Economic Development Area; and

WHEREAS, the above-referenced Resolution of the Allen County Redevelopment Commission also placed the real estate described therein within an "allocation area", pursuant to the procedures set forth in I.C. 36-7-14-39; and

WHEREAS, on April 29, 2024, the Allen County Redevelopment Commission did adopt Resolution No. 2024-4-29-1 confirming the provisions and designations set forth in the Declaratory Resolution approved on March 12, 2024; and

WHEREAS, I.C. 6-1.1-12.1-2(k) requires that a taxpayer's statement of benefits may not be approved unless a resolution approving the Statement of Benefits is adopted by the legislative body of the unit that approved the designation of the allocation area pursuant to I.C. 36-7-14-39; and

WHEREAS, the real estate described in the Statement of Benefits was designated an "allocation area" by the Allen County Redevelopment Commission; and

WHEREAS, at this time the Redevelopment Commission does not require the property tax revenues abated by the County Council which might otherwise be due the Commission, under the provisions of I.C. 36-7-14-39, within said “allocation area”; and

WHEREAS, a meeting of the Board of Commissioners of the County of Allen was held on February 13, 2026, at which time the Board of Commissioners reviewed and gave consideration to the Statement of Benefits filed by Ramjo, Inc./Jackson Oil & Solvents, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby consent to the approval of the Statement of Benefits for Ramjo, Inc./Jackson Oil & Solvents, Inc. by the Allen County Council.

BE IT FURTHER RESOLVED, that the Board of Commissioners does not find a conflict between the approval of the Statement of Benefits, as defined in I.C. 6-1.1-12.1-3 and 6-1.1-12.1-4.5 and the previous designation of portions of that real estate as an “allocation area”, as defined in I.C. 36-7-14-39.

BE IT FURTHER RESOLVED, that if any part, parts, clause or portion of this Resolution shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of this Resolution as a whole or any other part, clause or portion of this Resolution.

BE IT FINALLY RESOLVED, that the Board of Commissioners does waive the second reading of this Resolution.

ADOPTED, this 13th day of February 2026, by the Board of Commissioners of the County of Allen.

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

Richard E. Beck Jr, President

Ronald W. Turpin, Vice President

Therese M. Brown, Secretary

ATTEST:

Chris Cloud, Auditor



**STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R6 / 10-14)

Prescribed by the Department of Local Government Finance

20__ PAY 20__

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between March 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the County Auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1 TAXPAYER INFORMATION

Name of taxpayer Ramjo, Inc.		
Address of taxpayer (number and street, city, state, and ZIP code) 1970 Kentucky Ave. Indianapolis, IN 46221		
Name of contact person Lou Carter	Telephone number (800) 221.4603	E-mail address lc@jacksonolisolvents.com

SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body Allen County Council	Resolution number
Location of property 9185 Conservation Way, Ft Wayne, IN 46809	County Allen
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) Build out of office space, finish interior of building, and exterior concrete work. Addition of rack building covering truck loading rack.	DLGF taxing district number 059 (L-25)
	Estimated start date (month, day, year) 03/01/2026
	Estimated completion date (month, day, year) 12/10/2026

SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
10.00	\$575,000.00	10.00	\$575,000.00	8.00	\$389,000.00

SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values		2,100,000.00
Plus estimated values of proposed project	925,000.00	
Less values of any property being replaced	0.00	
Net estimated values upon completion of project		

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (pounds) 0.00	Estimated hazardous waste converted (pounds) 0.00
--	--

Other benefits

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative 	Date signed (month, day, year) 01/20/2026
Printed name of authorized representative Bryan Gallagher	Title General Manager



**STATEMENT OF BENEFITS
PERSONAL PROPERTY**

State Form 51764 (R4 / 11-15)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION										
Name of taxpayer Jackson Oil & Solvents, Inc.					Name of contact person Bryan Gallaher					
Address of taxpayer (number and street, city, state, and ZIP code) 1970 Kentucky Ave. Indianapolis, IN 46221							Telephone number (317) 503-3103			
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT										
Name of designating body Allen County Council						Resolution number (s)				
Location of property 9185 Conservation Way, Ft Wayne, IN 46809				County Allen County		DLGF taxing district number 059 (L-25)				
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. <i>(Use additional sheets if necessary.)</i> Double wall underground fuel storage tanks, fire suppression system, pump/metering systems, Double wall underground DEF storage tank, truck loading rack, monitoring equipment, IT equipment for office and plant systems, process pumps / mixers / meters, piping / valving, bulk storage containers, pallet racking, material handling equipment.					ESTIMATED					
							START DATE		COMPLETION DATE	
					Manufacturing Equipment		08/15/2026		12/30/2026	
					R & D Equipment					
					Logist Dist Equipment		07/15/2026		12/10/2026	
IT Equipment		05/15/2026		07/30/2026						
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT										
Current number 10		Salaries \$575,000.00		Number retained 10		Salaries \$575,000.00		Number additional 8		Salaries \$389,000
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT										
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.			MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
			COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values										
Plus estimated values of proposed project			75,000		0		3,500,000		20,000	
Less values of any property being replaced										
Net estimated values upon completion of project										
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER										
Estimated solid waste converted (pounds) 0					Estimated hazardous waste converted (pounds) 0					
Other benefits:										
SECTION 6 TAXPAYER CERTIFICATION										
I hereby certify that the representations in this statement are true.										
Signature of authorized representative 							Date signed (month, day, year) 1/20/2026			
Printed name of authorized representative Bryan Gallaher					Title General Manager					

THIRD AMENDMENT TO OCCUPATIONAL MEDICAL SERVICES AGREEMENT

This Third Amendment to Occupational Medical Services Agreement, by and between QHG OF FORT WAYNE COMPANY, LLC – d/b/a RediMed (“Provider”) and BOARD OF COMMISSIONERS OF ALLEN COUNTY (“Customer”), is effective as of February 1, 2026 (“Effective Date”).

WITNESSETH

WHEREAS, Provider and Customer are parties to that certain Occupational Medical Services effective February 1, 2022 (the “Agreement”); and

WHEREAS, Provider and Customer desire to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1) The term of the Agreement is hereby extended through February 1, 2027.
- 2) The parties to this Agreement certify they shall not violate the Anti-Kickback Statute and/or the Stark Law with respect to the performance of the Agreement.
- 3) Each party to this Agreement is subject to and required to abide by its Code of Conduct and other compliance policies including Stark and Anti-Kickback Statute policies. A copy of relevant policies may be made available to the other upon request.
- 4) Except set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the Effective Date.

PROVIDER:

QHG OF FORT WAYNE COMPANY, LLC – d/b/a RediMed

By: _____

Name:

Title:

CUSTOMER:

BOARD OF COMMISSIONERS ALLEN COUNTY

By: _____

Name: Richard E. Beck Jr.

Title: Commissioner District 3

By: _____

Name: Therese M. Brown

Title: Commissioner District 2

By: _____

Name: Ronald W. Turpin

Title: Commissioner District 1

By: _____

Name: Chris Cloud

Title: *Chief of Staff*

This agreement is made by and between, The Board of Commissioners of the County of Allen (“Plan Sponsor”), and Pro-Claim Plus, Inc. d/b/a PHP TPA Services (“PHP TPA Services”), with respect to the benefit plan established by the Plan Sponsor to its eligible covered employees and dependents. This agreement is effective as of January 1, 2026 (the “Effective Date”).

Whereas, Plan Sponsor has established a self-funded employee welfare benefit plan (“Plan”) pursuant to the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) or other applicable law for any plan that is not subject to ERISA; and

Whereas, PHP TPA Services is in the business of providing administrative services in conjunction with such Plans, and the Plan Sponsor desires to engage PHP TPA Services to perform the services enumerated herein.

Now, therefore, in consideration of the above premises and of the mutual promises and covenants contained herein, the parties agree as follows:

I. DESCRIPTION OF PLAN

- 1.1. Summary Plan Description.** All services shall be performed pursuant to the provisions of the Summary Plan Description. A copy of the Summary Plan Description and any amendments shall be deemed part of this Agreement.
- 1.2. Interpretation of the Plan.** The Plan Sponsor shall be the final arbiter as to the interpretations of the Plan and as to the payment of benefits.

II. SCOPE OF RELATIONSHIP

- 2.1. Relationship/Compliance.** PHP TPA Services shall not be deemed to be an employee of, in a joint venture with, or an insurer of, the Plan Sponsor or the Plan. In the event that the Plan Sponsor fails to comply with any federal or state law, PHP TPA Services shall not be liable in any action brought with regard to such failure, and Plan Sponsor agrees to protect, to indemnify and to hold harmless PHP TPA Services from and against any and all claims, losses, liabilities, damages and expenses arising against or incurred by PHP TPA Services.

- 2.2. Fiduciary.** The Plan Sponsor is the Plan Administrator and Named Fiduciary, as those terms are defined by ERISA, if applicable. For purposes of ERISA or any other applicable law or regulation, PHP TPA Services is not and shall not be deemed to be a fiduciary of the Plan, nor shall PHP TPA Services be considered the “Plan Administrator” for purposes of ERISA.
- 2.3. Communications.** For purposes of this Agreement and the Business Associate Agreement, PHP TPA Services may disclose information, including protected health information, to the following:

Terri David

Plan Sponsor agrees to update, in writing, any change in the above information within five (5) business days of said change. Unless and until any notice of change is submitted to PHP TPA Services, PHP TPA Services may disclose information, including PHI, to the listed individuals, unless it has actual knowledge that the person is no longer with the Plan Sponsor.

III. DUTIES OF PHP TPA SERVICES:

- 3.1. Documentation.** PHP TPA Services shall assist in the review of the Plan document and Summary Plan Description, provided, however, that Plan Sponsor shall remain solely responsible for insuring the Plan’s accuracy and legal compliance.
- 3.2. Claims Services.** PHP TPA Services agrees to provide claim forms to the Plan Sponsor for submitting claims for payment, receive claims and documentation and process, obtain necessary information to complete the processing of claims, determine eligible benefits payable under the plan, honor any assignment of benefits to a person or institution which is qualified to receive benefits, if permitted under the Plan, prepare disbursement checks for the amount of benefits determined to be payable under the Plan and provide notice to Participants as to the reason(s) for denial of benefits.
- Plan Sponsor shall be responsible for any internal appeals.
- 3.3. Administrative Services.** PHP TPA Services agrees to maintain member enrollment, provide accounting details, maintain reinsurance reporting, provide claims experience reporting and provide necessary forms and identification cards to the Plan Sponsor.
- 3.4. Cost Containment Services.** PHP TPA Services agrees to use its best efforts in the normal course of its services to identify claims for which there is a potential for collection of amounts through subrogation rights. It will use its best efforts to obtain reductions in amount payable under the Plan through Claim and Coding Audits and Hospital Audits.
- 3.5. Practices and Procedures.** PHP TPA Services may appoint an affiliated or unaffiliated third party to perform certain services under this Agreement. PHP TPA Services will not provide legal or accounting

advice to the Plan Sponsor. Any professional (i.e. legal or accounting) services contracted by PHP TPA Services and performed for the **exclusive** use of the Plan shall be an expense to the Plan. Any and all expenses will be available for review by the Plan Sponsor.

- 3.6. Department of Labor (DOL) Audits.** PHP TPA Services will assist the Plan Sponsor on any and all aspects of a DOL audit when requested by the Plan Sponsor. All materials, reports, documentation, and communication in conjunction with the DOL audit and its agents will be performed at a rate of \$150/hr.
- 3.7. Recovery of Payment.** In the event payment is made to or on behalf of any ineligible employee, Participant or dependent or a payment is made in excess of the amount properly payable, PHP TPA Services shall make a minimum of three demands in writing for the return of such payment and report the result of such effort to the Plan Sponsor. PHP TPA Services shall have no further obligation with respect to any such payment or overpayment.
- 3.8. Reports.** PHP TPA Services shall provide reports to the Plan Sponsor. The monthly reports include payment summaries, billing invoices, excess loss summaries and any “special reports” which are reasonably requested by the Plan Sponsor at a mutually agreed upon fee.
- 3.9. Confidentiality of Personal Information.** PHP TPA Services shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to the administration of the plan and shall enter into a business associate agreement.
- 3.10. Duty of Care.** Clerical errors or normal variations in benefit processing made by either the Plan Sponsor or PHP TPA Services without intent to defraud and absent gross negligence are recognized in this Agreement as possible. When such errors are discovered, they will be corrected to the extent such is possible. PHP TPA Services shall not be liable for any loss resulting from the performance of its duties, except for losses resulting directly from gross negligence of PHP TPA Services failure of PHP TPA Services to follow written directions of the Plan Sponsor or fraudulent or criminal acts of the agents or employees of PHP TPA Services.
- 3.11. Bonding.** PHP TPA Services shall maintain a fidelity bond or, if applicable, a surety bond covering PHP TPA Services and any of its employees who may collect, disburse or otherwise handle or have possession of any funds of the Plan or who may have the authority to authorize or order disbursements or payments on behalf of the Plan.
- 3.12. COBRA Administration.** If so requested by the Plan Sponsor and mutually agreed upon by PHP TPA Services, in writing; PHP TPA Services shall provide COBRA administrative services for the Plan Sponsor, when notified via U.S. Mail, FAX or E-mail by the Plan Sponsor. The Plan Sponsor will maintain total responsibility and liability for compliance with the Consolidated Omnibus Budget and Reconciliation Act (“COBRA”). During the term of this Agreement, PHP TPA Services will perform the following duties for the Plan Sponsor.

- a. **Initial Notices.** Send an Initial Notification Statement to all covered enrollees (and their spouses) via first class mail upon their enrollment in the Plan.
- b. **Election Notices.** Send an Election Notice Statement to Qualified Beneficiaries via first class mail whenever notified of a Qualifying Event by the Plan Sponsor.
- c. **Collect COBRA Premiums.** Collect COBRA Premiums from Qualified Beneficiaries who elect COBRA (“COBRA Continuees”). COBRA Continuees will receive coupon books with instructions on submission of COBRA premiums. Send a termination notice to COBRA Continuees if COBRA premiums are not received within the time allowed by law.
- d. **Reports.** PHP TPA Services agrees to notify the Plan Sponsor of the status of the services being performed.
- e. **Performance Guarantee.** PHP TPA Services agrees to maintain the following service standards for COBRA services performed under this Agreement: All Election Notice Statements to be sent by PHP TPA Services will be sent within 14 days of receipt of notice of a Qualifying Event. All Initial Notice Statements to be sent by PHP TPA Services will be sent within 14 days of receipt of notice of enrollment of an employee or spouse.

3.13. HIPAA Administration. PHP TPA Services shall provide HIPAA administrative services for the Plan Sponsor when notified via U.S. Mail, FAX or E-mail by the Plan Sponsor, as described below. The Plan Sponsor will maintain total responsibility and liability for compliance with the Health Insurance Portability and Accountability Act of 1986 (“HIPAA”). During the term of this Agreement, PHP TPA Services will perform the following duties for the Plan Sponsor.

- a. **HIPAA Certificates of Coverage.** Send a HIPAA Certificate of Creditable Coverage to all covered enrollees whenever notified of a termination of coverage or when requested by the enrollee.
- b. **Prior Coverage.** Send a HIPAA Certificate of Creditable Coverage to all covered enrollees whenever notified of a termination of coverage or when requested by the enrollee. The Certificate of Creditable Coverage will include information on coverage prior to this Agreement as supplied by the Plan Sponsor.
- c. **Performance Guarantee.** PHP TPA Services agrees to maintain the following service standards for HIPAA services performed under this Agreement: All Certificates of Creditable Coverage to be sent by PHP TPA Services will be sent within 14 days of receipt of a termination of coverage notice/request for a Certificate of Creditable Coverage.

This Section 3.13 does not apply to HIPAA Privacy and Security Rules, except PHP TPA Services’ role as business associate as further set forth in Exhibit [B]. HIPAA Business Associate Agreement.

3.14. Terminal Services. If so requested by the Plan Sponsor and mutually agreed upon by PHP TPA Services in writing, the Plan Sponsor may, upon termination of this Agreement between PHP TPA Services and the Plan Sponsor, request PHP TPA Services to perform claims services for an additional ninety (90) days for claims incurred prior to the termination of the Agreement. In such instances, the following fees will apply: fees for terminal services will be equivalent to: three (3) months of administration fees based on the average of the previous twelve (12) months of administration fees. The election to agree to the Plan Sponsor’s request for additional claims service

will be at the discretion of PHP TPA Services. All terminal administrative fees will be received in advance of any claims paid.

- 3.15. Run-in Services.** If so requested by the Plan Sponsor and mutually agreed upon by PHP TPA Services in writing; PHP TPA Services will perform claims services for claims incurred prior to the Effective Date of this Agreement. The Plan Sponsor agrees to protect, to indemnify and to hold harmless PHP TPA Services from and against any and all claims, losses, liabilities, damages and expenses arising against or incurred by PHP TPA Services. Fees for run-in services will either be disclosed as included or excluded at the time of the proposal. Reference the proposal for fees associated with run-in services. If the proposal fails to disclose the fees, the fees are included by default.
- 3.16. Violations.** PHP TPA Services shall not be required to perform any act or function which PHP TPA Services has notified the Plan Sponsor, in writing, constitutes a violation of ERISA or any other law or regulation.
- 3.17. Annual Reports.** Except as provided below, PHP TPA Services will provide Plan Sponsors with information it maintains so that the Plan Sponsor may complete and file applicable reports, including, but not limited to, Form 5500s and PCORI reporting. Notwithstanding the foregoing, the Plan Sponsor is solely responsible for timely filing applicable reports.

IV. DUTIES OF PLAN SPONSOR

- 4.1. Plan Account.** PHP TPA Services shall ensure appropriate funding mechanisms are established for the purpose of satisfying covered benefits or claims, to pay the fees as set forth on the fee schedule and to make such other payments or disbursements as are consistent with the terms of the Plan and Agreement. All claims processed by PHP TPA Services shall only be paid on drafts authorized by the Plan Sponsor.

With regards to funding transactions, the Plan Sponsor agrees to (a) comply with all U.S. laws, rules and regulations and agree to use the Transaction Processing System (TPS) vendor's products and services subscribed to for their stated purpose; (b) comply with its obligations as an originator of ACH entries into the banking system and with all U.S. laws and regulations regarding the USA Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act and related Anti Money Laundering Laws, where applicable; (c) agree to be bound to NACHA rules and other applicable banking rules and regulations, which includes the TPS vendor's right to terminate, suspend or alter funding methods for breach of such rules; and (d) agrees that the TPS vendor, or its ACH origination bank, reserves the right to audit the Originator for ACH compliance with the NACHA Operation rules. Plan Sponsor acknowledges and agrees that the TPS vendor shall have the right to suspend or terminate services immediately upon notice to Plan Sponsor in the event Plan Sponsor breaches any of the NACHA Operating Rules.

- 4.2. Fees.** The Plan Sponsor agrees to pay to PHP TPA Services the fees in accordance with the fee(s) included in the Group Health and Welfare Stop Loss summary proposal based on the number of active participants covered under the Plan during each calendar month. The administrative fees shall be effective for twelve (12) months commencing on the Effective Date.
- 4.3. Census.** As of the Effective Date of this Agreement, the Plan Sponsor agrees to furnish PHP TPA Services with completed enrollment forms for each participant eligible for benefits under the Plan. The Plan Sponsor shall notify PHP TPA Services of all changes in participation for any reason within 30 days of the change. The Plan Sponsor agrees to furnish PHP TPA Services with any information required to maintain adequate eligibility of the Plan participants.
- 4.4. Liability for Benefits.** It is understood and agreed that liability for payment of benefits under the Plan is the liability of the Plan Sponsor and that PHP TPA Services shall not have any duty to use any of its funds for the payment of such benefits. The Plan Sponsor, upon notice from PHP TPA Services, shall pay to the Plan any deficiencies in the Plan which the Plan Sponsor is obligated to pay under the terms of the Plan. Plan Sponsor shall hold PHP TPA Services harmless from all claims resulting from Plan Sponsor's inadequate funding of the plan.
- 4.5. Bonding.** The Plan Sponsor shall provide a fidelity bond for all Plan fiduciaries and others as required by ERISA, or a similar bond required under applicable law for a Plan that is not subject to ERISA, for the benefit of the Plan.
- 4.6. Complaints.** The Plan Sponsor shall provide PHP TPA Services with copies of any complaints, filed in any and all jurisdictions, against the Plan Sponsor, regarding the plan.
- 4.7. Indemnification.** The Plan Sponsor agrees to protect, to indemnify and to hold harmless PHP TPA Services from and against any and all claims, losses, liabilities, damages and expenses arising against or incurred by PHP TPA Services, including court costs and reasonable attorney's fees, to the extent that such claims, losses, liabilities, damages and expenses arise out of or are based upon PHP TPA Services' under this Agreement unless caused by PHP's gross negligence or intentional misconduct.

V. TERM OF AGREEMENT/MISCELLANEOUS

- 5.1. Term.** This Agreement shall commence on the Effective Date shown above and shall continue in effect unless terminated as provided below. An addendum with the fees in effect for each 12-month renewal period will be presented for signature annually.
- 5.2. Termination.**
- a. **By Notice.** Either party may terminate this Agreement for any reason at any time by providing written notice to the other party. The notice shall specify an effective date of termination,

which shall not be less than thirty (30) days after the date of receipt of the notice by the other party.

- b. **By Default.** Should either party default in the performance of any of the terms or conditions of this Agreement, the other party shall deliver to the defaulting party written notice thereof specifying the matters in default. The defaulting party shall have thirty (30) days to cure such default. If the defaulting party fails to cure the default within the thirty-day period, this Agreement shall terminate at 11:59 p.m. on the thirtieth day after the receipt of the notice by the defaulting party.
- c. **By Law.** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties hereunder, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

5.3. Effect of Termination. All obligations, duties, and responsibilities of PHP TPA Services to provide service under this Agreement cease as of the date of termination, including further responsibility for work in progress but incomplete on the termination date, unless some other arrangement is made in writing for completion of such work prior to the termination date. Upon termination by either party, PHP TPA Services, within three (3) months after the date of termination, shall prepare, complete and deliver the final accounting records and financial status of the Plan as of the date of termination to the Plan Sponsor.

5.4. Recordkeeping and Inspection. To the extent not preempted by ERISA, (a) For the duration of this Agreement and for eight (8) years after termination of this Agreement, PHP TPA Services, Inc. or successor administrator shall maintain at its principal administrative office, books and records of all transactions between it, insurers, employers, employee group or any other group using the services of PHP TPA Services. All books and records will be maintained in accordance with generally accepted standards of insurance bookkeeping. At the end of said eight (8) year period, PHP TPA Services will destroy those records in compliance with HIPAA/ERISA standards, unless Plan Sponsor requests those records prior to their destruction. (b) The State Commissioner is entitled to inspect all books and records in the possession of PHP TPA Services for the purpose of examinations and audits. Trade secrets contained within those books and records are to remain confidential. However, the Commissioner may use that confidential information in proceedings instituted against PHP TPA Services. (c) Any insurer, employer, employee group, or any other group using the services of PHP TPA Services is entitled to inspect the books and records of PHP TPA Services to the extent necessary for it to fulfill all of its contractual obligations to insured or covered persons. The right of the insurer, employer, employee group, or any other group using the services of PHP TPA Services under this subsection is subject to any restrictions contained in the written agreement between such party and PHP TPA Services.

5.5. Indiana Code Provisions. To the extent not preempted by ERISA, the parties agree to comply with the applicable provisions of the Indiana Code, including:

- a. During the term of the Agreement and for eight (8) years after the termination of an Agreement, PHP TPA Services shall maintain at its principal administrative office books and

records of all transactions between it and the Plan Sponsor. At the end of said eight (8) year period, PHP TPA Services will destroy those records in compliance with HIPAA/ERISA standards, unless Plan Sponsor requests those records prior to their destruction. The Indiana State Insurance Commissioner is entitled to inspect all books and records of PHP TPA Services for the purpose of examinations and audits. The Plan Sponsor is entitled to inspect the books and records of PHP TPA Services to the extent necessary for it to fulfill all of its contractual obligations to covered persons, during normal business hours and subject to PHP TPA Services right to reimburse actual costs incurred.

- (i) PHP TPA Services is a fiduciary in collecting or returning premiums or charges for the Plan Sponsor, if, and only if, it collects premiums.
 - (ii) If funds are collected by PHP TPA Services, such funds shall be immediately remitted to the person entitled to the funds or deposited in a fiduciary bank account, which shall be established and maintained by the administrator.
 - (iii) PHP TPA Services shall maintain records clearly showing the deposits and withdrawals from the fiduciary bank account for the Plan Sponsor.
 - (iv) Withdrawals from the fiduciary bank account shall only be made for the following:
 - (A) Remittance to an insurer entitled to the funds.
 - (B) Deposit in an account maintained in the name of the Plan Sponsor.
 - (C) Transfer to and deposit in a claim's paying account with claims to be paid as required under Indiana law.
 - (D) Payment to the administrator for its commission, fees, or charges.
 - (E) Remittance of return premiums to the person entitled to the funds.
 - (v) PHP TPA Services may not pay any claims with money withdrawn from a fiduciary account established under subsection (ii) in which premiums or charges are deposited.
- b. PHP TPA Services will use advertising information related to the Plan only upon the Plan Sponsor's prior written approval.
- c. The Plan Sponsor has engaged PHP TPA Services to perform the services described in this Agreement; however, Plan Sponsor acknowledges its primary responsibility for the Plan's administration and fiduciary responsibilities. Additionally, if PHP TPA Services administers Plan benefits for more than 100 covered participants on behalf of the Plan Sponsor, the Plan Sponsor may review PHP TPA Services operations semiannually, including an optional onsite visit.
- d. The Plan Sponsor will provide a Summary Plan Description to Plan participants, which describes the relationship among the parties to this Agreement and the participants.

5.6. Choice of Law.

This Agreement shall be governed by the laws of the State of Indiana, to the extent not preempted by ERISA.

5.7. Proprietary Information.

PHP TPA Services either owns or has the right to use the systems, procedures, methodologies and practices used by it in connection with the claims processing, claims payment and utilization monitoring functions of the Plan, together with the participating provider network, the negotiated fees, terms and discounts with network providers, claims history, utilization data and information, intellectual property, and the services provided by PHP TPA Services under this Agreement (collectively, the "Proprietary Information"), all of which is proprietary, confidential, and a trade secret of PHP TPA Services. PHP TPA Services has granted the Plan Sponsor a nonexclusive, non-assignable, royalty free, limited right to use certain of the Proprietary Information for the purposes described in this Agreement. Plan Sponsor agrees not to modify, create derivative product from, copy, duplicate, decompile, disassemble, or reverse engineer Proprietary Information. Nothing in this Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Proprietary Information to the Plan Sponsor. Plan Sponsor agrees to treat all Proprietary Information in a confidential manner.

Plan Sponsor agrees to not disclose Proprietary Information to any other person or third party without the prior written consent of PHP TPA Services. Nothing in this section shall prohibit the disclosure of any information required by law, but in the event of any such disclosure, Plan Sponsor shall immediately notify PHP TPA Services in writing, describing the circumstances of and extent of the disclosure. This provision shall survive termination of this Agreement.

In the event PHP TPA Services provides the Plan or Plan Sponsor with a template Plan document for use as part of PHP TPA Services' administrative services, Plan Sponsor acknowledges that despite containing certain variables, the language provided is PHP TPA Services' intellectual property and may not be sold or otherwise reproduced by Plan Sponsor, or used in any manner other than to define the benefits provided by Plan Sponsor's Plan.

5.8. Entire Agreement.

This Agreement, the accompanying HIPAA business associate agreement, and any Exhibits hereto contains the entire agreement between the parties and may be amended only by writing signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Agreement effective on the day and year stated above.

PHP

PHP TPA SERVICES

**1700 Magnavox Way, Suite 201
Fort Wayne, IN 46804**

Signature: _____

Printed Name: Maggie Luken

Title: Director of TPA Reinsurance

Date: _____

PLAN SPONSOR

**The Board of Commissioners of the County of
Allen**

**200 East Berry St., Suite 380
Fort Wayne, IN 46802**

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Companion Life Insurance Company
Post Office Box 100102
Columbia, South Carolina 29202
(803) 735-1251

APPLICATION FOR AGGREGATE AND SPECIFIC EXCESS LOSS INSURANCE

Application is hereby made to the Companion Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Full Legal Name of Applicant:

The Board of Commissioners of the County of Allen

2. Address:

200 East Berry St # 380 City: Fort Wayne State: IN Zip Code: 46802

3. If Employee Benefit Plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal name and addresses of such companies:

None

4. Enter the full name of Your Employee Benefit Plan(s) - (A copy of such Employee Benefit Plan(s) must be attached.)

The Board of Commissioners of the County of Allen Employee Benefit Plan

5. Name and address of Designated Administrator:

PHP TPA Services 1700 Magnavox Way, STE 201 Fort Wayne, IN 46804

6. Effective Date: January 1, 2026

7. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):

Table with 2 columns: Category, Units. Rows: Employee Only (612), Family (756)

8. GENERAL SCHEDULE OPTIONS:

(a) Contract Period: 1/1/2026 to: 12/31/2026

(b) Disabled Persons [X] are [] are not covered. Retired Employees [X] are [] are not covered.

(c) Aggregate Benefit Yes No

Aggregate Contract Basis: Employee Benefit Plan Expenses must be:
Incurred from 1/1/2025 through 12/31/2026, and
Paid from 1/1/2026 through 12/31/2026.

Claims Incurred prior to the Contract Effective Date are limited to \$3,363,200

Aggregate Eligible Claim Payments include:

Medical Prescription Card Service
 Dental Care Weekly (Disability) Income
 Vision Care Other

Aggregate Monthly Factor

Employee Only	\$702.45
Family	\$1,902.87

Aggregate Payable Percentage (excess of Deductible): 100%
Maximum Eligible Claim Expense Per Covered Person: \$400,000
Minimum Aggregate Deductible: \$22,421,629
Maximum Aggregate Benefit (excess of Deductible): \$1,000,000

Monthly Aggregate Accommodation Yes No

Aggregate Terminal Liability Yes No

(d) Specific Benefit Yes No

Specific Contract Basis: Employee Benefit Plan expenses must be:

Incurred from: 10/1/2025 through 12/31/2026.
Paid from: 1/1/2026 through 12/31/2026.

Claims Incurred prior to the Contract Effective Date are Limited to: \$ N/A

Specific Eligible Claim Payments include: Medical Prescription Drugs
 Dental Care Weekly (Disability) Income
 Vision Care Other

Specific Deductible (per Covered Person): \$400,000
Specific Deductible for the following Covered Person(s) will apply:
\$N/A

Aggregating Specific Deductible Yes No

Aggregating Specific Deductible \$200,000

Specific Payable Percentage (excess of Deductible): 100%

Maximum Specific Benefit (per Covered Person in excess of Specific Deductible): Unlimited

(e) Simultaneous Specific Reimbursement [X] Yes [] No

9. **PREMIUMS:**

(a) Aggregate Premium per month:

Composite	\$2.24
-----------	--------

Total Minimum Annual Aggregate Premium: \$N/A

Monthly Aggregate Accommodation:

Composite	\$2.97
-----------	--------

Annual Premium in Advance: \$N/A

Aggregate Terminal Liability:

Composite	\$N/A
-----------	-------

Annual Premium in Advance: \$N/A

(b) Specific Premium Per Month:

Employee Only	\$27.18
Family	\$58.61

Specific Terminal Liability:

Composite	\$N/A
-----------	-------

Minimum Monthly Specific Premium: \$N/A

10. **SPECIAL RISK LIMITATIONS:**

Contract will be based upon the current Employee benefits as defined in the Employee Benefit Plan by reference or by attachment, except as noted below:

Specific: This Policy assumes duplication of the current plan design and continuing utilization of the existing PPO network.

Vendor fees for negotiations of any claim greater than \$15,000 are subject to carrier review. Failure to provide this data will result in claim denial of vendor fees.

Vendor fees are limited to 25% of true savings.

Underwriting reserves the right to modify coverage terms when the participation varies by more than 10% of the quoted or prior enrollment, when a new division is added or deleted from coverage, or when plan and/or network changes occur.

LCM fees are limited to \$150 per hour.

This policy is based on covering Retirees. Medicare will be primary for retirees age 65 and older, regardless of whether or not the person has enrolled in all parts of Medicare when eligible.

Anyone that is enrolled in Medicare, it is assumed they have parts A, B and D.

The Policy includes a No New Laser with a maximum Rate Cap of 50% at Renewal. The aggregated specific deductible will be adjusted based on the rate cap.

If You renew your Specific Excess Loss Insurance Benefit for an additional Contract Term, then the renewal contract will not contain any additional Covered Persons with a Separate Specific Deductible in excess of the group Specific Deductible, and the Specific Premium Rates will not be increased by more than 50% over the Specific Premium Rates shown in the Schedule of Insurance, provided that:

1. Contractholder's Employee Benefit Plan contains no changes that materially affect or alter the risk presented by current Contract;
2. The renewal excess loss contract contains no material changes from present contract; including, but not limited to, changes to a) the length of the Contract Period; (b) covered Plan Benefits; (c) coverage for Retired Lives; (d) the Specific Deductible; (e) the Claims Basis; (f) the commission payable; (g) Your TPA; or (h) preferred provider networks;
3. There are no material changes in the demographic distribution of the group covered by Your current Contract versus the group covered by the renewal contract;
4. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Contract and
5. There is no change in any assessment levied against Us by the state in which the Contract was issued.

We, in our sole discretion shall determine whether any of the changes referenced in sections 1 through 3 above are material. If we determine that any change is material, We shall adjust the renewal rate cap accordingly.

If you purchase an Aggregating Specific Deductible, the Aggregating Specific Deductible on your renewal Specific Excess Loss Insurance will increase by the same percentage as stated above.

We may decide not to offer this amendment, at our discretion, upon Your next Renewal or upon any Renewals of your Stop Loss Contract.

This provision will not apply to a covered person if We determine that: a) you failed to disclose the information, as required by the terms of the Contract, about that covered person; and b) had We known that information, We would have imposed a special limitation or a Special Specific Deductible applicable to that covered person.

Aggregate: A complete 12 month aggregate report is required within 20 days of the conclusion of the prior policy period. Recalculation of aggregate factors will be required retroactive to the effective date if it is determined that the average of the last two (2) months of aggregate claims exceed the average of the first ten (10) months by 10% or more.

The Aggregating Specific Deductible represents the accumulation of all losses eligible for specific excess coverage above the specific level for one or more claimants. No reimbursement for specific claims will be made until this corridor has been satisfied. This corridor is not eligible for accumulation towards the aggregate coverage.

11. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.
- (b) If the Schedule shows Disabled Persons are not covered, no benefits will be Paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a Disabled Person until:
 - (1) an Employee, returns to active, full-time employment for at least one full working day; or
 - (2) a Dependent or Continuation Beneficiary, is able to perform the normal functions of a person of like sex and age.
- (c) Issuance of the Contract is in reliance upon the information provided by the applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Covered Person.
- (d) The Contract, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the applicant, or if the applicant or its Agent, committed fraud.
- (e) Receipt of a premium and its deposit in connection with the application shall not constitute an acceptance of liability. In the event that Companion Life Insurance Company disapproves this application, its sole obligation shall be to refund such sum to the applicant.
- (f) If a Contract is issued and later rescinded, the sum of all benefits Paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be Paid by the Company to the applicant. If the result is negative, such amount will be Paid by the applicant to the Company.
- (g) The initial premium will be Paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each calendar month during the Contract Period.
- (h) Applicant acknowledges that the Contract which is the subject of this application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (i) Oral statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract form or endorsement and/or riders on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (j) **NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.**

In making this application, the applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the applicant to the proposed Contract. Accordingly, this application will be a part of the Contract if accepted by the Company or its authorized representative.

Dated at: _____ this _____ day of _____, 20____.

Witness: _____ Applicant: _____

Tax ID #: _____

By: _____
(Officer/Partner)

Title: _____

Licensed Resident Agent Name: _____

Agent Signature: _____

State License Number: _____

Company Issued Number: N/A

Address: _____

City: _____ State: _____ Zip: _____

Social Security or Tax ID # _____

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, 20____

By: _____

Title: Nicholas C. Milligan, National Practice Leader

Contract No.: CL-5305 Effective Date: 1/1/2026

FRAUD WARNING NOTICES: (If the Applicant lives in a state where one of the fraud warning notices apply, please review the notice that applies to your state.)

General Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

The fraud warnings listed below are applicable in the states of AL, AK, AZ, AR, CO, DE, DC, FL, ID, IN, KS, KY, LA, ME, MD, MA, MN, NH, NM, OH, OK, OR, PA, RI, TN, VT, VA, WA, and WV . Please review the appropriate fraud warning relevant to the state that you reside in prior to submitting your claim.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona: For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Delaware: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Idaho: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Indiana: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Kansas: Any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of fraud as determined by a court of law.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Massachusetts: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application or contract for insurance may be found guilty of a crime and may be subject to fines and confinement in prison.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: ANY PERSON WHO, WITH A PURPOSE TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS SUBJECT TO PROSECUTION AND PUNISHMENT FOR INSURANCE FRAUD, AS PROVIDED IN R.S.A. 638:20.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who knowingly presents a false statement of claim for insurance may be guilty of a criminal offense and subject to penalties under state law.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Vermont: Any person who knowingly, and with intent to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information may be guilty of fraud and may be subject to criminal or civil penalties.

Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Client Disclaimer – Standard Customer Services Agreement

Thank you for your interest in our services. Please note that our Customer Services Agreement (CSA) is our standard agreement and reflects the terms under which we provide services to all clients. In fairness and consistency to our existing clients, we do not modify these terms without a corresponding adjustment in pricing.

If you wish to propose changes to the agreement, please be advised that any modifications will necessitate a review and will result in a price adjustment to reflect the revised terms.

We appreciate your understanding and look forward to the opportunity to support your organization under our established framework.

CUSTOMER SERVICES AGREEMENT

(U.S. Based Employees Only)

This **CUSTOMER SERVICES AGREEMENT** (the “Agreement”), dated as of 1/1/2026 is entered into by and between AllOne Health Well, LLC , a Pennsylvania limited liability company with its principal place of business located at 100 N Pennsylvania Ave, Wilkes-Barre, PA 18701 doing business as AllOne Health (“Company”) and Board of Commissioners of the County of Allen, Indiana, with its principal place of business located at CITIZENS SQUARE 200 EAST BERRY ST, Ft. Wayne, IN 46802 (“Customer”), collectively referred to herein as “Parties” and each as “Party.”

WHEREAS, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

NOW, THEREFORE, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. COMPANY RESPONSIBILITIES

1.1 Description of Services. The Company shall provide assistance services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as “Services”).

1.2 The Company’s Intellectual Property. The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

ARTICLE II. CONFIDENTIALITY

2.1 Confidential Information. “Confidential Information” means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as “confidential.” Confidential Information also includes: (i) a Disclosing Party’s technical information, confidential data and trade secrets; (ii) a Disclosing Party’s nonpublic Intellectual Property (“IP”) (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates’ employees or independent contractors to the non-disclosing party in connection with the

activities contemplated by this Agreement that is designated “Confidential” or “Proprietary” or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party’s business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or its affiliates’ employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer’s employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer’s notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).

2.2 Receiving Party. A Party that acquires knowledge of the other Party’s (a “Disclosing Party”) Confidential Information is considered the “Receiving Party.” The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

2.3 Applicability of Confidentiality. Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party’s information “confidential” if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known, (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party’s Confidential Information and (b) without a breach of such third party’s obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in **Section 2.3(v)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party’s expense, reasonably cooperate with the Disclosing Party’s efforts to seek such a protective order.

2.4 Retention. The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer’s employees or their health care providers.

2.5 Information Security Program. The Company maintains an information security program to protect personally identifiable information. The information security program

includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

2.6 Security Breach. If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

ARTICLE III. TERM, PAYMENT AND TERMINATION

3.1 Term. This Agreement shall commence on the effective date specified in Exhibit A ("Effective Date") and will continue until 5:00 p.m. Eastern Standard Time on 12/31/2026, unless terminated earlier in accordance with Section 3.3 of this Agreement (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for successive one -year periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term or any subsequent renewal period. Such written notice must be delivered to the other Party at the address specified in this Agreement, with a copy simultaneously sent to the other Party's legal counsel at the address designated in writing by such party.

3.2 Payment. In consideration of the services provided by the Company, the Customer agrees to pay the fees outlined in Exhibit A ("Service Fees"). After twelve (12) months from the Effective Date, and at each subsequent anniversary, the Company reserves the right to adjust the Service Fees for any renewal term. Any fee adjustments shall not exceed the Consumer Price Index (CPI) or the rate of inflation at that time, unless otherwise mutually agreed upon by both parties.

If there is a change of ten percent (10%) or more in the Customer's employee enrollment, the Company reserves the right to review and adjust the Service Fees accordingly. The Customer must report such changes in writing at the time of payment remittance. The Company may retroactively or prospectively adjust pricing on invoices affected by the change in employee enrollment.

The Company will issue invoices on a monthly basis for services rendered, and the Customer agrees to make payment upon receipt. If payment is not made within fifteen (15) days from the invoice date, the outstanding balance will accrue interest at a rate of 1.5% per month. The total interest charged will not exceed applicable legal limits. In the event that interest charged exceeds these legal limits, the Company will credit the excess to the Customer's next invoice or, if applicable, refund the difference if the excess surpasses the next invoice amount.

3.3 Termination. Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after

receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

3.4 Effect of Termination. The Company is entitled to full compensation for work performed prior to termination.

3.5 Indebtedness. If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

3.6 Bankruptcy. Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

ARTICLE IV. INDEMNIFICATION

4.1 Mutual Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors, and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses, and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (1) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor.

ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

5.1 Warranty. The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for

non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

5.2 Disclaimer. TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

5.3 Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY

6.1 Responsibility and Liability for Third Parties. It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

6.2 Limitations of Responsibility. The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

6.3 Customer Obligations. The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS

7.1 Communications. Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all

intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

7.2 Irreparable Harm to the Company. It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

ARTICLE VIII. GENERAL PROVISIONS

8.1 Notice. All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

Company:

AllOne Health

Attn: Legal Department

100 North Pennsylvania Avenue

Wilkes-Barre PA 18701-3503

Customer:

Board of Commissioners of the County of Allen, Indiana

Citizens Square 200 East Berry Street #410

Fort Wayne, IN 46802

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

8.2 Governing Law. The Agreement shall be governed by and construed under the law of the State of Indiana, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Luzerne County, Pennsylvania, and Wilkes-Barre Division of the United States District Court for the Middle District of Pennsylvania and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.

8.3 Entire Agreement. The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the

provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and Exhibit A are incorporated into the Agreement by reference.

8.4 Modifications and Amendments. No modification, amendment, alteration, or waiver of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Party against whom enforcement is sought. A waiver of any provision of this Agreement at any time shall not constitute a waiver of any other provision at that time, nor shall it be deemed a waiver of the same or any other provision at any future time.

8.5 Statement of Work/Fee Schedule Amendments. Notwithstanding Section 8.4, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services (“Modified Services”). Upon such a request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

8.6 Assignment and Third-Party Beneficiaries. Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may transfer or assign this Agreement without the other Party’s consent (i) to any parent, subsidiary, or affiliate that controls, is controlled by, or is under common control with such Party, or (ii) in connection with a merger, acquisition, or sale of all or substantially all of such Party’s assets or business to which this Agreement relates. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party’s business without the expressed written consent of the other Party. Other than in connection with indemnification under Section 4.1, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

8.7 Captions and Headings; Interpretation. Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word “including” (and words of similar import) means “including without limitation,” (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person’s successor and

assigns to the extent not prohibited by this Agreement, (g) “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, A and such phrase does not mean simply “if,” (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to “\$” shall mean United States dollars, (j) the word “or” is not exclusive, (k) the words “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word “any” means “any and all,” (m) the words “writing,” “written,” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

8.8 Waiver and Severability. The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

8.9 Attorney’s Fees, Costs and Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys’ fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

8.10 Counterparts and Facsimile Signatures or PDF Signatures. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting Party’s facsimile signature or portable document format (“PDF”) signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

8.11 Independent Contractor Status. For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

8.12 Solicitation of Employees. Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

8.13 Survival. The provisions of **Articles II, III, IV, V, VI, VII and VIII** shall survive the expiration or sooner termination of the term of the Agreement.

8.14 Force Majeure. Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

8.15 Advertising and Public Announcement. Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

8.16 Subcontracting. Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

8.17 ERISA Disclaimer. The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of

any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

8.18 Privacy.

(a) Company is a “service provider”, “processor”, or equivalent term under data privacy laws applicable to Company’s activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, “Data Privacy Laws”), and Customer is a “controller”, “business” or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their “personal information,” “personal data,” or equivalent term as defined in Data Privacy Laws (“Personal Information”). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company’s PIMS Privacy Policy is incorporated herein by reference and can be found on the Company’s website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer’s employees for health counseling or similar services (collectively, the “Referral Network”) are separate, independent “controllers”, “businesses”, or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company’s subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member’s own privacy practices and disclosures. The Company’s Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company’s Affiliate Network by contacting the Company.

(c) With regard to protected health information (“PHI”) and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company’s group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a ‘need-to-know’ basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the written consent of data subject, in connection with Company’s business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. “Personal Information” shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that “Personal information” does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

8.19 Anti-Corruption Compliance. Reserved.

8.20 Trade Sanctions and Export Control. Reserved.

8.21 Record Storage and Delivery. Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

[Remainder of page intentionally left blank]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed and delivered the Agreement as of the date first above written.

AllOne Health

02/11/2020

Date



Keith Wasley (Feb 11, 2026 15:37:37 EST)

Keith Wasley – President and CEO

Date

Signature of Authorized Customer Representative

Printed Name of Authorized Customer Representative

Title of Authorized Customer Representative

EXHIBIT A: Employee Assistance Program (EAP)

STATEMENT OF WORK/FEE SCHEDULE

Effective Date: 1/1/2026

Contract end Date: 12/31/2026

Notification required for non-renewal: 90 days

Employee Count: 1860

Groups Covered: Full and Part-time employees, dependents ages 8-26, and household members.

ASSISTANCE AND WORK-LIFE SERVICES

Comprehensive Benefits

- **24/7 Access:** Toll-free telephonic and online access to EAP services.
- **Multilingual Services:** Call translation services available in over 140 languages.
- **In-the-Moment Mental Health Support:** Immediate, confidential access to Master's-level clinicians for emotional and psychological support, available 24/7 by telephone.
- **Mental Health Counseling:**
 - Up to 3 short-term counseling sessions per unique issue with a Master's-level clinician, (up to 60 minutes each), available in-person, by phone, video, chat, or asynchronous text.
 - Referrals to community or insurance-covered long-term care when applicable.
- **Work-Life Resources:**
 - Personalized consultations and verified referrals for childcare, elder care, pet care, adoption, relocation, education, and more.
- **Legal and Financial Assistance:**
 - **Legal:** Referrals to professional attorneys on matters such as estate planning, divorce, custody, and bankruptcy.
 - **Financial:** Up to 3 virtual counseling sessions annually, (up to 30 minutes each), with a Certified Personal Finance Professional, offering expert guidance on budgeting, retirement planning, and debt management.
 - **Identity Theft Support:** Consultation with a Fraud Resolution Specialist (up to 60 minutes per year).

- **Digital Tools:**
 - Comprehensive online portal and mobile app with articles, videos, calculators, self-guided tools, webinars, live chat, and podcasts.
 - Internet-based Cognitive Behavioral Therapy (iCBT) modules.
- **Life Coaching:** Up to 3 virtual or telephone sessions annually for personalized development in areas such as work-life balance, time management, and communication skills. (up to 60 minutes each).
- **Medical Advocacy:** Support navigating healthcare systems, including pre-authorizations, claims, and transitional care planning.
- **Personal Assistant Services:** Access to assistance with travel arrangements, dining reservations, home services, and other daily tasks.

PROGRAM IMPLEMENTATION AND PROMOTION

Engagement and Awareness

- **Participant and Manager Orientations:**
 - Virtual sessions to introduce benefits and usage guidance.
 - Unlimited virtual sessions are included annually.
- **Marketing Materials:**
 - Comprehensive Online Promotional Toolkit features a collection of benefit-focused and topical digital flyers and content designed to boost engagement.
 - Printed materials and promotional items, including brochures, wallet cards, posters, stress balls, and other giveaways, as well as translated materials, are available at an additional cost. Contact your Account Manager for more details.
- **Newsletters and Content:**
 - The Annual Themed Content Calendar outlines a structured schedule of curated topics, resources, and year-round live webinars designed to support ongoing engagement, participant well-being, and organizational initiatives.
 - Monthly newsletter with curated content on well-being topics emailed to the point of contact to share and hosted on AllOne Health's INSIGHTS Newsletter HUB online.
 - Access to a lifestyle blog with timely and relevant resources.
- **Health and Benefits Fair Participation:**

Participation in Onsite and Virtual Events. Participation in onsite and virtual events shall be subject to reasonable availability and may be subject to additional costs, which shall be mutually agreed upon in advance.

MANAGEMENT ASSISTANCE

Leadership Support

- **Account Management:** To oversee program implementation, utilization reviews, and strategic planning.
- **Management Consultations:** Expert guidance on workforce challenges and needs, including:
 - Declining performance
 - Workplace conflicts
 - Policy violations
 - Behavioral concerns
 - Virtual and onsite Workplace Crisis Response
 - Virtual training and education engagements
- **Crisis Consultation:** Immediate management support following critical incidents.
- **Formal Management Referrals:** Structured process for employees referrals addressing performance and policy issues, including substance abuse concerns.
- **Substance abuse evaluation:** Assessment of drug and alcohol related issues for employees in DOT and non-DOT regulated positions.
- **Fitness for Duty Evaluation Coordination**
 - Consultation regarding fitness for duty needs.
 - Coordination of fitness evaluations. Referral to qualified professionals.

PERFORMANCE TRACKING

Data-Driven Insights

- **Utilization Reporting:**
 - Available on a quarterly basis. Reports include metrics on service usage, engagement trends, and demographic insights for populations of 100 or more. Data presented in aggregate to protect confidentiality.
- **Program Reviews:** Periodic evaluations to assess program alignment with organizational goals.
- **Satisfaction Surveys:** Anonymous feedback collected to continuously improve service delivery.

SERVICE FEES

Annual Fee Structure:

- Effective Date: 1/1/2026
- Total covered employees: 1,860
- Fee Structure: Census Based
- Billing frequency: Monthly
- Per Employee Per Month: \$1.10

Fee-for-Service Rates:

- ****Workplace Crisis Response-onsite & virtual:** 2 hours included with additional fees starting at \$375/hour (travel costs additional).
- ****Trainings and Webinars onsite & virtual:** 4 hours included with additional fees starting at \$350/hour (customization and travel costs additional).
- **Promotional Onsite Events (e.g., Benefit Fairs, Health Fairs, Onsite Orientations):** Fees starting at \$225/hour. (travel costs additional).
- **Substance Abuse Professional (SAP) Services:** Starting at \$750 per case.
- **Fitness for Duty Evaluation Services:** Starting at \$2,250 per case.

*** Any scheduled crisis response or training event may be subject to a penalty of a minimum of \$350 for cancellation with less than 48-hour notice or if a provider has been secured for Workplace Crisis Response services.*

Optional Services available and priced per project or per customer. To take advantage of these additional whole health solutions simply contact the AllOne Health team for more details.

- AllOne Wellness Programs
- AllOne Organizational Consulting
- AllOne Crisis Management
- AllOne Concierge

***KNOX KEENE**

In accordance with Knox Keene regulations, California employees shall be limited to three (3) counseling sessions within each six (6) month period.






2026-01-01 - Allen County Government - Customer Service Agreement

Final Audit Report

2026-02-11

Created:	2026-02-11
By:	Emily Christian (emily.christian@allonehealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQYQyeCcn600Nau1KyzvDILx1O6Y44If_

"2026-01-01 - Allen County Government - Customer Service Agreement" History

-  Document created by Emily Christian (emily.christian@allonehealth.com)
2026-02-11 - 8:19:14 PM GMT
-  Document emailed to Keith Wasley (keith.wasley@allonehealth.com) for signature
2026-02-11 - 8:19:22 PM GMT
-  Email viewed by Keith Wasley (keith.wasley@allonehealth.com)
2026-02-11 - 8:37:26 PM GMT
-  Document e-signed by Keith Wasley (keith.wasley@allonehealth.com)
Signature Date: 2026-02-11 - 8:37:37 PM GMT - Time Source: server
-  Agreement completed.
2026-02-11 - 8:37:37 PM GMT



Company: _____ Renewal Date: _____

Thank you for allowing PHP TPA Services to assist you in complying with the Consolidated Omnibus Budget and Reconciliation Act, as amended ("COBRA"). Please remember to notify us of any person(s) losing coverage because of a qualifying event.

COBRA premiums are to be set at:

Single \$ _____		Family \$ _____	
Employee + 2 or More \$ _____		Employee + 1 \$ _____	

Single \$ _____		Family \$ _____	
Employee + 2 or More \$ _____		Employee + 1 \$ _____	

Single \$ _____		Family \$ _____	
Employee + 2 or More \$ _____		Employee + 1 \$ _____	

Do you want the additional 2% surcharge allowed by law to be added to these premiums? Yes No

When COBRA coverage is further extended because of disability, do you want the additional 50% surcharge allowed by law to be added to these premiums? Yes No

Printed Name: _____ Title: _____

Signature: _____ Date: _____



Company: _____ Renewal Date: _____

Thank you for allowing PHP TPA Services to assist you in complying with the Consolidated Omnibus Budget and Reconciliation Act, as amended ("COBRA"). Please remember to notify us of any person(s) losing coverage because of a qualifying event.

COBRA premiums are to be set at:

Single \$ _____ Family \$ _____
Employee + Child(ren) \$ _____ Employee + Spouse \$ _____

Single \$ _____ Family \$ _____
Employee + Child(ren) \$ _____ Employee + Spouse \$ _____

Single \$ _____ Family \$ _____
Employee + Child(ren) \$ _____ Employee + Spouse \$ _____

Do you want the additional 2% surcharge allowed by law to be added to these premiums? Yes No

When COBRA coverage is further extended because of disability, do you want the additional 50% surcharge allowed by law to be added to these premiums? Yes No

Printed Name: _____ Title: _____

Signature: _____ Date: _____



KB Search Team, LLC, Fee Agreement

Allen County Indiana,

We would like to take this opportunity to say **thank you** for considering KB Search Team, LLC, to assist you in your staffing needs. Please take a moment to review our Cost of Services schedule:

Direct Placements:

A direct placement is the hiring of a candidate provided by KB Search Team ("KB Candidate") to Allen County Indiana as an employee. Allen County Indiana agrees to pay KB Search Team for the direct hire of KB Candidate, 23% of the KB Candidate's(s') first year guaranteed salary ("KB Fee"). The KB Fee will be invoiced to Allen County Indiana upon the determination by Allen County Indiana of the KB Candidate's start date along with the completion of any new hire physicals, tests, etc. Payment of the invoice for all KB Candidates hired by Allen County Indiana shall be paid by Allen County Indiana within 30 days of KB Candidate's start date(s) with Allen County Indiana.

Resumes submitted to Allen County Indiana are confidential and for Allen County Indiana's use only. If within 12 months, Allen County Indiana, Allen County Indiana's parent company, affiliate company or subsidiary, agrees that for any candidate submitted to Allen County Indiana by KB Search Team that is engaged to perform services, either directly or indirectly, by Allen County Indiana, Allen County Indiana agrees to pay KB Search Team a fee on amount equal to the fee structure stated above in this agreement.

Allen County Indiana is requested to notify KB Search Team if candidates have had contact prior to KB Search Team scheduling the candidate. If the same candidate is referred for a specific job opening by more than one agency, the agency from which Allen County Indiana first received candidate shall be entitled to the fee for the candidate if hired by Allen County Indiana. Allen County Indiana will provide written documentation as to the agency who first referred the candidate.

Should the KB Candidate leave or be terminated for any justifiable reason within 60 days of the date of employment, KB Search Team will conduct another search to replace the terminated KB Candidate immediately without additional cost to Allen County Indiana as long as the invoice for the terminated KB Candidate has been paid within the 30-day period described above-herein. KB Search Team will have a period of 60 days in which to find a suitable replacement for the terminated KB Candidate. If during the 60 day period, Allen County Indiana finds a suitable employee to fill the terminated KB Candidate's position, independent of other recruiting firms, KB Search Team will pro-rate the KB Fee (i.e., 1/60 of the placement fee per calendar day after the termination date of the KB Candidate until the suitable employee is hired) and apply a credit to the next search Allen County Indiana engaged KB Search Team to conduct. The credit from KB Search Team will be good for 12 months from the date the KB Candidate left Allen County Indiana. KB Search Team will not refund fees.

KB Search Team does not warrant the accuracy of the information supplied to us by candidates or KB Candidates referred to Allen County Indiana. KB Search Team urges Allen County Indiana to check the accuracy of information provided by KB Candidates to the extent Allen County Indiana deems necessary or advisable.

Additional Terms:

Allen County Indiana agrees that should KB Search Team be required to initiate or defend any litigation, collection efforts or other enforcement of the terms of this Agreement, it shall be entitled to reasonable attorney fees, court costs and costs of collection. In addition, the Agreement may not be amended unless in writing signed by the parties and may



not be assigned without prior written approval by KB Search Team. Allen County Indiana agrees that the proper forum for any legal proceedings arising under this Agreement shall be the Allen Superior Court, Allen County, Indiana, or the District Court for the Northern District of Indiana, Fort Wayne, Indiana Division. Further, this Agreement shall be governed and interpreted under the laws of the State of Indiana, which shall be the applicable law in any suit involving this Agreement.

Any invoice from KB Search Team to Allen County Indiana not paid by Allen County Indiana after 30 days shall accrue interest at the interest rate of 1 ½% per month until the invoice is paid in full.

Whether hired on a direct or contract-to-direct basis, employees must be terminated for "just cause" for guarantees to become operational. "Just cause" does not include; Allen County Indiana's breach of contract, violation of state or federal law by the Allen County Indiana as it relates to the individual, an act of God, lack of good faith (job description changes, compensations changes, etc.) a change in direct report, layoffs, mergers or insolvency. Allen County Indiana agrees to provide supporting documentation of terminations to KB Search Team for evaluation.

By signing below, you are acknowledging that you have read and understand the terms listed above. Please email a signed copy back to KB Search Team. Retain this original for your files.

Company Name: Allen County Indiana

Representative's Signature: _____ Date: _____

(Printed Name)

Sincerely,

A handwritten signature in black ink that reads "Kathy B. Rogers". The signature is written in a cursive style with a large initial "K".

Kathy B. Rogers
President

REZONING FACT SHEET

Petition #REZ-2025-0058 Project Start: December 2025

PROPOSAL: Rezoning Petition REZ-2025-0058 – Switchgrass Ridge
APPLICANT: New Venture Development Corp
REQUEST: Rezone from A1/Agricultural to R1/Single-Family Residential for a 126-lot single-family residential subdivision
LOCATION: 11500-12100 Blk Lower Huntington Rd (Section 9 of Lafayette Township)
LAND AREA: 39.54 acres
PRESENT ZONING: A1/Agricultural
PROPOSED ZONING: R1/Single-Family Residential

January 15, 2026 Plan Commission Public Hearing

- No one spoke in support.
- One person spoke with concerns.
- David Bailey and James Wolff were absent.
- James Wolff and Ronald Turpin left early.

January 22, 2026 Business Meeting

Plan Commission Recommendation: DO PASS

- A motion was made by Ron Turpin and seconded by James Wolff to return the ordinance, with a Do Pass recommendation, to the Board of Commissioners for their final decision.
- David Bailey and Lindsay Hannah were absent.
- **7-0 MOTION PASSED**

Fact Sheet Prepared by:
Karen Couture, Principal Land Use Planner
January 26, 2026

PROJECT SUMMARY

The site is located at the 11500-12100 blocks of Lower Huntington Road, which is on the southwest corner of Lower Huntington and Kress Roads. The surrounding zoning is a mixture of A1/Agriculture, R1/Single-Family Residential and R3/Multiple Family Residential. The site is located within the airport overlay district but outside any mapped floodplain areas. The site has been historically vacant since the late 1930's according to GIS mapping.

The applicant is requesting to rezone 39.54 acres from A1/Agriculture to R1/Single Family Residential to allow a 126-lot single family subdivision. The plan shows one access to this subdivision off Lower Huntington Road, connecting to three separate streets, each ending in a cul-de-sac. According to the Allen County Zoning Ordinance, "Cul-de-sacs shall not exceed eight hundred (800) feet in length, except that the Commission may allow a length of up to 1,320 feet if the presence of natural site features (creeks, drains, floodplain, rivers, wetlands, or significant grade changes) makes it impractical to provide additional or alternate access". The applicant addressed at the public hearing the purpose for the extended length of the cul-de-sacs on Bluestem Pointe and Foggy Bottom Cove, that exceed that limitation.

All lots within the subdivision appear to meet ordinance standards. They are all at least 7,000 square feet or more, and lot width at the building appears to be 50 feet minimum for all lots but the applicant will need to confirm this with the secondary plat. Sidewalks are proposed along all road frontages, including Lower Huntington and Kress Roads. There are four proposed detention basins, including one on the northwest corner of the site, which encompasses approximately 650 feet of natural drain located in the wooded area.

COMPREHENSIVE PLAN REVIEW

Future Growth and Development Map, Goals, and Strategies

- The site is located within the Rural and Agricultural Area, but is located immediately adjacent to Potential Adjacent Growth Area.

Overall Land Use Policies

- The following Land Use Policy would be applicable and supportive of this request:
LUD Policy 1 Support and promote a diversity of housing types within the applicable land use categories defined in this chapter.

Generalized Future Land Use Map

- The project site is located within the Rural Agricultural generalized land use category. The proposed use of a single family detached residential is considered a secondary use.

Land Use Related Action Steps

- Staff found no Action Steps that are directly applicable to the request.

Compatibility Matrix

- * This proposed use is permitted in R1/Single-Family Residential which is considered compatible with Rural Agricultural Area.

Other Applicable Plans: none

PUBLIC HEARING SUMMARY:

Presenter: Ric Zehr, applicant, presented the project to the Plan Commission, as outlined above.

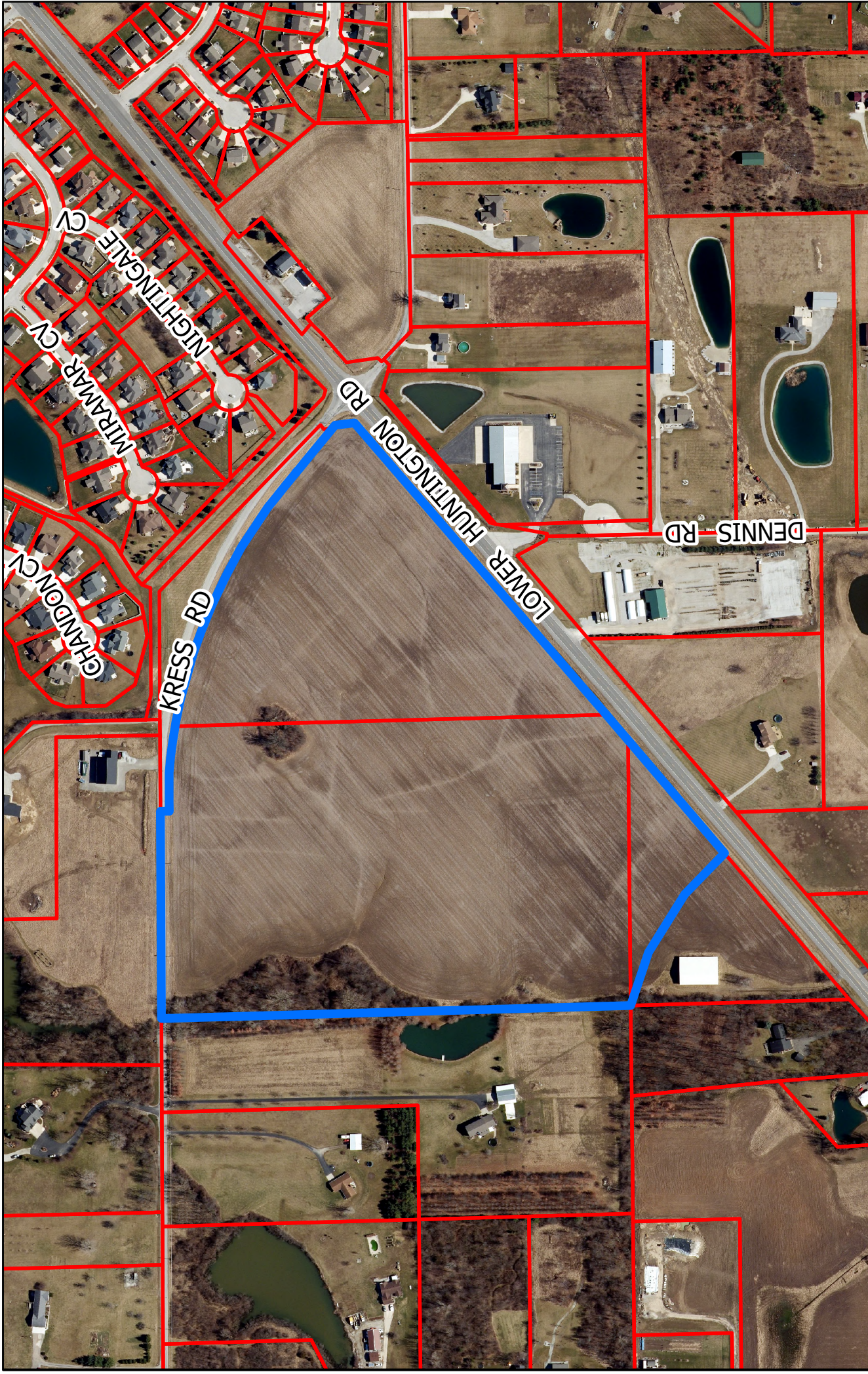
Public Comments:

Andrew Abbring (12111 Kress Rd): Concerns with private pond and effects of stormwater; privacy to the east.

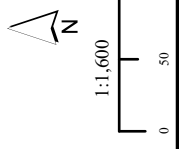
Rebuttal: Ric Zehr stated he will work with Andrew Abbring regarding the stormwater concerns.



Rezoning Petition REZ-2025-0058 and Primary Plat PP-2025-0012 - Switchgrass Ridge

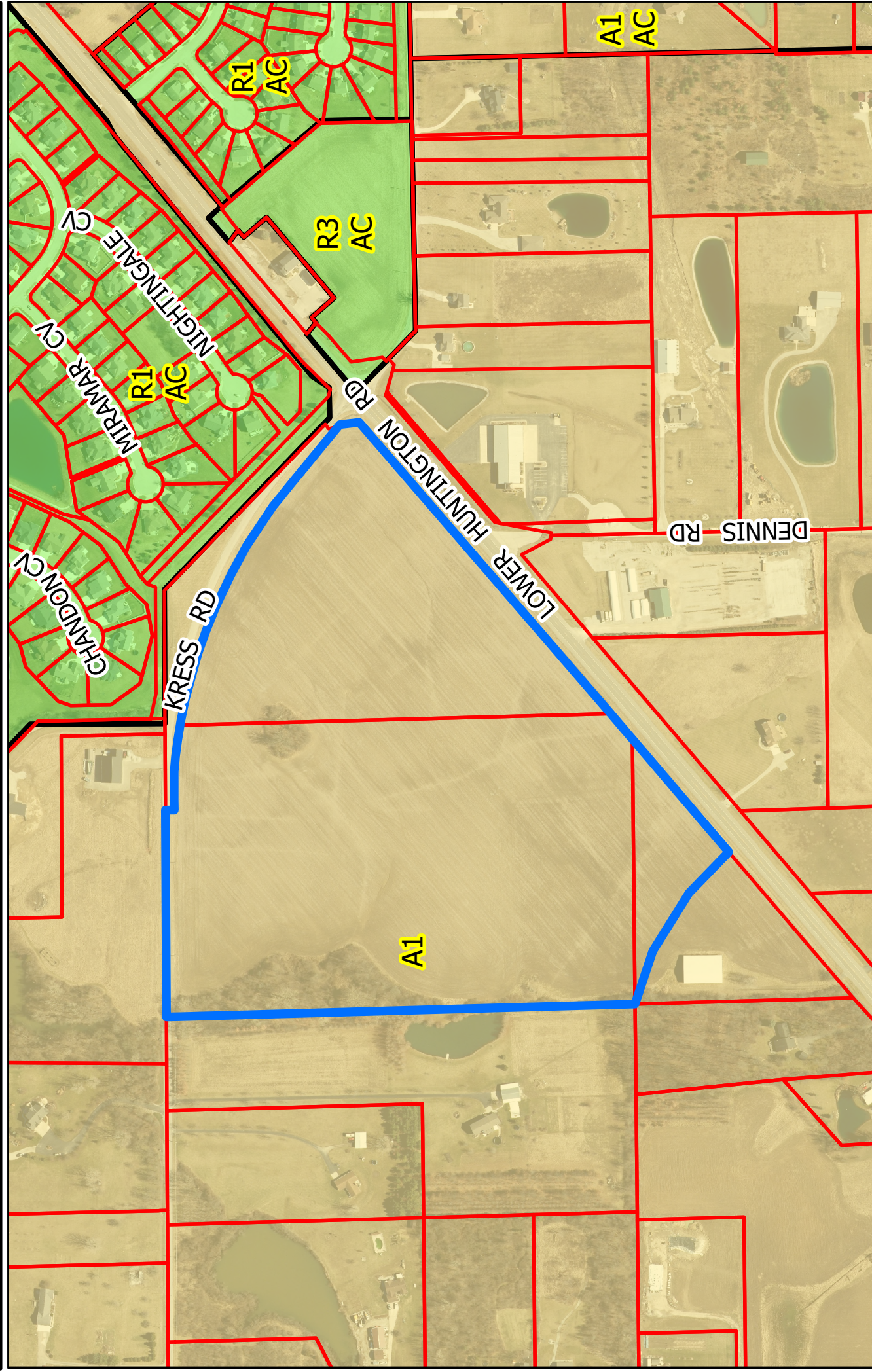


Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.
© 2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East
Photos and Contours: Spring 2009
Date: 12/30/2025



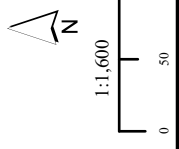


Rezoning Petition REZ-2025-0058 and Primary Plat PP-2025-0012 - Switchgrass Ridge



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
 North American Datum 1983
 State Plane Coordinate System, Indiana East
 Photos and Contours: Spring 2009
 Date: 12/30/2025



**Department of Planning Services
Rezoning Petition Application**

Applicant
 Applicant New Venture Development Corp
 Address 10808 LaCabreah Lane
 City Fort Wayne State IN Zip 46845
 Telephone 260-4387334 E-mail jmm@northeasterngroup.com

Property Ownership
 Property Owner Donna Hern
 Address 12108 Lower Huntington Road
 City Roanoke State IN Zip 46783
 Telephone _____ E-mail _____

Contact Person
 Contact Person Jim Morlan
 Address 10808 LaCabreah Lane
 City Fort Wayne State IN Zip 46845
 Telephone 260-438-7334 E-mail Jmm@dabrownengineering.com

All staff correspondence will be sent only to the designated contact person.

Request
 Allen County Planning Jurisdiction City of Fort Wayne Planning Jurisdiction
 Address of the property 11500-12100 Block Lower Huntington Road Township and Section 29 N Section 9
 Present Zoning A1 Proposed Zoning R1 Acreage to be rezoned 39.54
 Purpose of rezoning (attach additional page if necessary) To enable construction of a residential single family subdivision
 Sewer provider Aqua Indiana Water provider City of Fort Wayne

Filing Checklist
Applications will not be accepted unless the following filing requirements are submitted with this application.
 Filing fee \$1000.00
 Surveys showing area to be rezoned
 Legal Description of parcel to be rezoned
 Rezoning Criteria (please complete attached document)

I/We understand and agree, upon execution and submission of this application, that I am/we are the owner(s) of more than 50 percent of the property described in this application; that I/we agree to abide by all provisions of the Allen County Zoning and Subdivision Control Ordinance as well as all procedures and policies of the Fort Wayne and Allen County Plan Commissions as those provisions, procedures and policies related to the handling and disposition of this application; that the above information is true and accurate to the best of my/our knowledge; and that

James Morlan, Pres, New Venture Development Corp.
 (printed name of applicant)

[Signature]
 (signature of applicant)

11/20/2025
 (date)

Donna Hern
 (printed name of property owner)

[Signature]
 (signature of property owner)

11/24/2025
 (date)



Received	Receipt No.	Hearing Date	Petition No.
11-26-25	148674	1-15-26	R62-2025-0058

Department of Planning Services • 200 East Berry Suite 150 • Fort Wayne, Indiana • 46802
 Phone (260) 449-7607 • Fax (260) 449-7682 • www.allencounty.us • www.cityoffortwayne.org



Switchgrass Ridge

Rezoning Petition

1. The project is in an area designated by the comprehensive plan as a “potential adjacent growth area and generalized future land use of Suburban Neighborhood. In addition, the parcel is across the street to Azbury Park, a single family subdivision platted on 12/31/2004.
2. The subject property is currently zoned agricultural and is actively being farmed. There are no current structures located on the subject parcel
3. With existing residential subdivisions immediately across the street, single family is the most desirable use for the property.
4. Rezoning from A1 to R1, single-family residential will not only maintain the property values in the jurisdiction but will add to the value of existing single-family homes with new construction costs and values, creating new updated comparable values.
5. The property is adjacent to water with a 16’ water main along the Lower Huntington Road frontage, and gravity sewer across Kress Road in Azbury Park. Lower Huntington Road, which serves the parcel, is adequate, and there is a miscellaneous drain onsite that will allow for appropriate drainage.

FACT SHEET

Petition #ZORD-2025-0016

Project Start: December 2025

PROPOSAL: Petition ZORD-2025-0016, Amendments to Title 3 of Allen County Code
APPLICANT: Allen County Plan Commission
REQUEST: To adopt an amendment to the Allen County Zoning Ordinance, which amends or repeals and replaces the text of the following Sections:
Article 2 (Zoning Districts)
Article 4 (Additional General Standards)
Article 5 (Administration)
AFFECTED AREA: Allen County planning jurisdiction

15 January 2026 Public Hearing

- No one spoke at the public hearing.
- David Bailey and Lyndsey Hannah were absent.

22 January 2026 Business Meeting

Plan Commission Recommendation: Do Pass

- A motion was made by Ron Turpin and seconded by Paul Lagemann to return the ordinance to the Board of Commissioners for their final decision.
- David Bailey and Lyndsey Hannah were absent.
- 7-0 MOTION PASSED

Fact Sheet Prepared by:
Dave Schaab, Senior Land Use Planner
February 2, 2026

PROJECT SUMMARY

This public hearing is for the next phase of the ordinance update and alignment project. This project has been ongoing since April of 2009 with the Joint Land Use Governing Board recommendation to the Plan Commissions that initiated the project. The Joint Permitting Oversight Board provided funding to hire Clarion Associates who began work in January 2012.

The fourth phase of the project involved the completion and adoption of the replacement zoning ordinances. The replacement ordinances were heard by both the Allen County and Fort Wayne Plan Commissions in October of 2013;

During Clarion's work on the ordinances, the consultant consistently brought up the fact that once the ordinances were adopted and used by the community and by staff, there would be issues that would come up with the language.

This set of technical amendments is proposed to:

1. Clarify language that is not clear based on the use of the ordinances so far;
2. Address issues that have come up since the effective date of the last technical amendment, March 26, 2025;

A summary of the proposed 2025 technical amendments is below; the proposed effective date is March 1, 2026. To maintain alignment with the County and Fort Wayne, the Grabill, Huntertown, Monroeville and Woodburn ordinances may also be amended.

PUBLIC HEARING SUMMARY:

Presenter: Laura Oberholtzer, Principal Planner for Special Projects, presented the request as outlined above.

Public Comments: None

COMES NOW the Allen County Plan Commission pursuant to the authority vested in it by Indiana Code § 36-7-4-600, *et. seq.*, and adopts the following resolution.

**Resolution of the Allen County Plan Commission
Certifying a Proposal for the Amendment of the Allen County Zoning Ordinance**

WHEREAS, the Allen County Plan Commission initiated a proposal for the amendment of the Allen County Zoning Ordinance (Title 3 of the County Code), which amends the text of the following Zoning Ordinance Articles: Article 2 (Zoning Districts), Article 4 (Additional General Standards), and Article 5 (Administration) and:

WHEREAS, the Allen County Plan Commission prepared the proposal so that it was consistent with Ind. Code § 36-7-4-601; and

WHEREAS, the Allen County Plan Commission provided for publication of a public hearing on the proposal in *The Journal Gazette*, according to law; and,

WHEREAS, pursuant to Ind. Code § 36-7-4-604, on January 15, 2026, the Allen County Plan Commission conducted a public hearing on the proposal; and

WHEREAS, the Allen County Plan Commission held a public business meeting on January 22, 2026, to consider the proposal; and

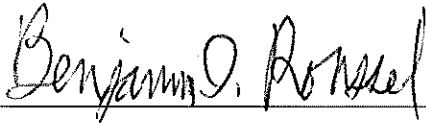
WHEREAS, pursuant to Ind. Code § 36-7-4-605, the Allen County Plan Commission is hereby certifying its recommendation to the Board of Commissioners of the County of Allen concerning the proposal to amend the County Zoning Ordinance, which amends the text of the following Zoning Ordinance Articles: Article 2 (Zoning Districts), Article 4 (Additional General Standards), and Article 5 (Administration); and

NOW, THEREFORE, BE IT RESOLVED that the Allen County Plan Commission, after meeting in open session, hereby certifies to the Board of Commissioners of the County of Allen a favorable recommendation to amend the County Zoning Ordinance; and

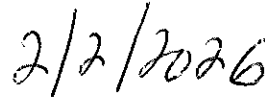
BE IT FURTHER RESOLVED that the amendment of the County Zoning Ordinance shall have an effective date of March 1, 2026; and

BE IT FINALLY RESOLVED that the Executive Director of the Department of Planning Services is hereby directed to present a copy of this Resolution, along with the attached amendments, to the Board of Commissioners of the County of Allen, in accordance with Indiana law.

ADOPTED THIS 22nd day of January, 2026.



Benjamin J. Roussel
Executive Director
Secretary to the Commission



date of signature

COMES NOW the Board of Commissioners of the County of Allen, State of Indiana, pursuant to authority vested in it by Indiana Code § 36-7 et. seq., as amended, and enacts the following ordinance.

**Allen County Code Title 3:
The Allen County Zoning Ordinance
Amendment No.**

WHEREAS, the Allen County Plan Commission initiated a proposal for the amendment of the Allen County Zoning Ordinance (Title 3 of the County Code), which amends the text of the following Zoning Ordinance Articles: Article 2 (Zoning Districts), Article 4 (Additional General Standards), and Article 5 (Administration); and

WHEREAS, the Allen County Plan Commission prepared the proposal so that it was consistent with Ind. Code § 36-7-4-601; and

WHEREAS, the Allen County Plan Commission provided for publication of a public hearing on the proposal in *The Journal Gazette*, according to law; and

WHEREAS, pursuant to Ind. Code § 36-7-4-604, on January 15, 2026, the Allen County Plan Commission conducted a public hearing on the proposal; and

WHEREAS, after deliberating, the Plan Commission adopted Findings of Fact for this Petition and resolved to recommend the amendment of the Allen County Zoning Ordinance (Title 3 of the County Code), which amends the text of the following Zoning Ordinance Articles: Article 2 (Zoning Districts), Article 4 (Additional General Standards), and Article 5 (Administration) now, therefore,

BE IT ORDAINED by the Board of Commissioners of the County of Allen, State of Indiana, that the Board concurs with the Plan Commission's recommendation and approves this Petition;

BE IT FURTHER ORDAINED that the Allen County Plan Commission's Findings of Fact for this Petition be adopted as the Findings of Fact for this Board;

ENACTED THIS _____ day of _____, 2025.

**THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN,
STATE OF INDIANA**

AYES	NAYS

Attest:

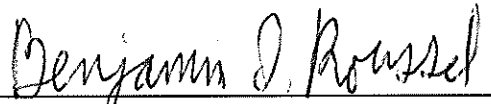
Chris Cloud
Deputy Auditor

ALLEN COUNTY PLAN COMMISSION
Findings of Fact • January 2026

PROPOSAL: Petition ZORD-2025-0016, Allen County Technical Amendment
APPLICANT: Department of Planning Services
REQUEST: To adopt an amendment to the Allen County Zoning Ordinance, which amends or repeals and replaces the text of the following Sections:
Article 2 (Zoning Districts)
Article 4 (Additional General Standards)
Article 5 (Administration)
AFFECTED AREA: Allen County planning jurisdiction

The Plan Commission recommends that Rezoning Petition ZORD-2025-0016 be returned to the Allen County Commissioners with a "Do Pass" recommendation.

These findings approved by the Allen County Plan Commission on January 22, 2026.



Benjamin J. Roussel
Executive Director
Secretary to the Commission

DRAFT 2025 Fort Wayne Allen County Zoning Ordinance

Amendments Summary

This set of technical amendments is proposed to:

- 1) Clarify language that is not clear based on the use of the ordinances so far;
- 2) Address issues that have come up since the effective date of the last technical amendment March 26, 2025;

A summary of the proposed 2025 technical amendments is below; the proposed effective date is March 1, 2026. To maintain alignment with the County and Fort Wayne, the Grabill, Huntertown, Monroeville and Woodburn ordinances may also be amended.

Draft Summary of Amendments			
No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
PU1	Permitted Uses AC 13 et al FW 17 et al	3-2-3-2 (b) et al/157.203 (B) It is unclear what common areas can be used for	To make it clear what common areas are used for, permitted uses language has been updated to " Common areas used for a clubhouse, neighborhood center, swimming pool, tennis court, indoor recreation or similar assembly" in A 1, A3, AR RI, R2, R3, MHS, MHP
SU1	Special Use AC (14)	3-2-3-3 (a) (2) (B) Aquaculture should be permitted as a Special Uses.	Added Aquaculture as a special use in A1
SU2	Special Use AC (14)	Aquaponics should be permitted in A1 as Special Uses.	Added Aquaponics as special use in A1
SU3	Special Uses AC (17, 23) FW (18)	3-2-32 (a)(38)/3-2-4-3(a)(21) 157.203 (C)(23) Recreation Hall is not a defined term in the ordinance	Removed recreation hall and updated special use to " Reception hall, meeting hall or clubhouse " in A1, AR and A3
SU4	Special Uses AC (14)	3-2-3-3 (a) (2) (B) Winery is a permitted Special Use in A1; Similarly, Brewery (micro) should also be permitted as Special Uses in A1.	Added Brewery (micro) to list of special uses in A1 zoning district.
SU5	Special Uses AC (15)	3-2-3-3 (a) (2) (B) Winery is a permitted Special Use in A1; Similarly, Distillery (micro) should also be permitted as Special Uses in A1.	Added Distillery (micro) to list of special uses in A1 zoning district.
SU6	Special Uses AC (16) et al FW (18) et al	3-2-3-3 et al/157.203 (C) Recreation terms need updated to align with new terms.	Replaced " Recreation area " with new term " Recreation, outdoor " and replaced " Recreation facility " with new term " Recreation, indoor "
SU7	Special Uses AC (30) et al FW (26) et al	3-2-6-3 (a)/157.206 (C) The term "Recreation Uses, Outdoor" has been removed.	Removed "Recreation use, outdoor (athletic field, riding stable, swim club, tennis court)" in RI, R2, R3, RP, MHS, CI and listed athletic field, swim club, tennis court individually as special uses .
DS1	Development Standards AC (33) et al FW (28) et al	3-2-6-5 (a)/157.206 (E) There was a question about whether the square footage requirement applies to structures or buildings in residential districts.R2,	Updated language for Accessory Structures Building size requirement in RI, R2, R3, RP, MHS and MHP to: "Total detached accessory building square footage shall be less than the square footage of the primary building"

Draft Summary of Amendments			
No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
SU8	Special Uses AC (37) et al FW (32) et al	3-2-6-3 (a) et al 157.207 (C) et al Recreation use, outdoor has been replaced with Recreation, outdoor which does not include Riding Stable as part of the definition	Listed Riding Stable, Residential in districts RI, R2, R3, RP, MHS where it had previously been part of "Recreation use, outdoor "
SU9	Special Uses AC (32) et al FW (26) et al	3-2-6-3 (a) et al 157.206 (C) et al It is not clear what public park/recreation area means in regards to Wind Energy Conversion system standard....	Removed /recreation area from Wind energy conversion system standard in RI, R2, R3, RP, MHS. Public park points to the definition of "Park or Recreation Area, Public"
SU10	Special Uses AC (65) et al FW (66) et al	3-2-12-3 (a)/157.212(C) Manufactured Home Type II should not be a Special Use in Commercial Districts	Removed MH Type II as a Special Use in CI, C2, NC, SC, C3, C4 and DE
PU2	Permitted Uses AC (71) et al FW (70) et al	3-2-13-2 et al 157.213 (B) Banquet hall is not a defined term and is listed in the same districts as Reception hall which is defined.	Removed Banquet Hall from C2,NC, SC, C3, C4, DC, DE, UC, I1 (FW only), 12,13 permitted use tables.
PU3	Permitted Uses AC (70) et al FW (72) et al	3-2-12-2 et al/157.213 et al Movie Rental is an outdated use.	Removed movie rental from permitted uses table throughout the ordinance.
PU4	Permitted Uses AC (70) et al FW (73) et al	3-2-13-2 et al/157.213 (B) et al Tavern definition points to Bar definition	Removed Tavern from permitted uses tables and throughout ordinance.
PU5	Permitted Uses AC (90) et al FW (87) et al	3-2-15-3/157.215 (C) There is an issue with footnote "No gas station canopy shall be located between the primary building and a residential district" in SC, C3, C4 and 13.	Revised footnote to say, "A gas station canopy shall meet primary building setbacks. "
PU6	Permitted Uses AC (100) et al	3-2-16-3 (a) et al Recreation terms need updated to align with new terms in the permitted uses tables.	Replaced "Recreation area" with " Recreation, outdoor " and replaced " Recreation facility " with " Recreation, indoor " in C3, C4,I1, I3

Draft Summary of Amendments			
No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
PU7	Permitted Uses AC (98) et al FW (97)	3-2-16-2 157. 216 (B) "Recreation uses" is not a defined term	Removed term "recreation uses" from permitted uses table in C3, C4, I1 & I2 (FW only), I3, RO
PU8	Permitted Uses AC 87 FW (88) et al	3-2-15-2 157.215 (B) Entertainment facility definition has been updated to include both indoor and outdoor use	Removed (including outdoor) from "Entertainment facility" in SC, DC, DE and RO districts permitted use tables.
PU9	Permitted Use AC (97) et al FW (96) et al	3-2-16-2 et al 157.216 (B) et al "Golf Driving Range" is included in the definition of "Recreation, Outdoor".	Removed "Golf Driving Range" from Permitted Uses table in C3, C4, I2 (FW only) and I3.
PU10	Permitted Uses AC (101) et al FW (98) et al	3-2-16-2 et al 157.216 (B) et al There is confusion on what type of riding stables are permitted in some commercial districts	Added "nonresidential" to "Riding Stable" in C3, C4, DC, DE, UC, I2 (FW only), I3
SU10	Special Uses AC (101, 109) FW (100, C4)	3-2-16-3 (a)/157.216 (C) Term "Recreation uses, Outdoor" has been removed.	Replaced "Recreation use, outdoor (amusement park go cart facility... if adjacent to residential" with " Recreation, outdoor (if adjacent to a residential district)" and listed amusement park, go-kart facility, stadium/race track, and water park (if adjacent to a residential district) separately as special uses in C3 and C4
SU11	Special Uses AC (64) FW (66)	3-2-12-3 (a)/157.212 (B) Riding stables should not be a Special Use in C1	Removed Riding stable as a special use by removing "Recreation use"
SU12	Special Uses FW (118)	157.218 (C)(7) There is an issue with the special use, "Homeless shelter (accessory to a religious institution)" in the DC district	Removed "accessory to a religious institution" from "Homeless shelter" special use.
PU11	Permitted Uses AC (128, 138) FW (153, 163)	3-2-23-2/157.224 (B) Previous determinations put ammunition assembly or manufacturing it within I2 and or I3	Added "ammunition" under I2 and I3 as permitted use table under "Assembly facility for/manufacturing of"
PU12	Permitted Uses AC (97) et al FW (97) et al	3-2-16-2/157.216 (B) To be consistent with how other sales/repair uses are permitted in the ordinance, gun repair should align with where gun sales are permitted.	Added "Gun repair" as a permitted use in districts where "Gun Sales" are already permitted; C3, C4, I2 (FW only), I3

DS2	Development Standards FW (137)	157.220 (E) (1) UC Height should revert back to 60- feet	Changed height standard for primary and accessory building or structure from 80' to 60'.
-----	-----------------------------------	--	--

Draft Summary of Amendments			
No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
DDS1	Development Design Standards FW (215)	157.404 (O)(1)(b) The Residential Impact Mitigation Exception standards don't apply to UC	Removed UC from Residential Impact Mitigation standards exception.
DDS2	Development Design Standards AC (194) FW (217)	3-4-4-21(g)(2)(B)/ 157.404(U)(6)(b)(ii) There is confusion about when stub streets are required for future access in major subdivisions	Updated standard to: (B)/(ii) Provide stub streets to allow at least one future access to adjoining vacant parcels of land per after 50 lots (or part thereof) in the proposed Major Subdivision...."
PARK1	Parking AC (202) FW (231)	3-4-7-4 (a)(4)/157.407 New recreation terms need to be added to parking requirements	Updated Minimum Off-Street Parking Requirements table to reflect changes to recreation terms: Replaced "Recreation/tourism" with Recreation, indoor and replaced "Recreation, general" with Recreation, outdoor
LAND1	Landscaping Standards AC (211,216) FW (231)	3-4-8-4(b)(10)/157.408 (e) There are no landscaping standards for Gas Station Canopies	Added " Gas Station Canopy " to Code A-5 landscaping standards and updated standard to say, "Continuous 6' high solid fence , on the property line may be immediately around the eating/drinking smoking area. ⁽¹⁾
AO1	Airport Overlay Special Uses AC (253) FW (295)	3-4-11-9/157.411 (I) New recreation terms have been added to the ordinance	Updated recreation terms in AO district Special Use Table
PRO1	Procedures AC (271) FW (347)	3-5-3-2(a)(2)/157.503(B)(b) There is confusion about if an ILP can be issued when construction encroaches on a front build line.	Removed, "unless the applicant documents that the restrictive covenants for the subdivision allow such an encroachment. This prohibition shall also apply to all non-allowed construction that does not require an Improvement Location Permit."
PRO2	Procedures AC (278) FW (355)	3-5-3-4 (a)/157.503 (D)(1) Special Use Zoning Districts in the Special Uses Table need to be updated.	Updated Special Uses Table Accordingly.
PRO3	Procedures AC (283)	3-5-3-4 (b)(4) Aquaculture and Aquaponics should meet additional criteria for approval as special uses.	Added Aquaculture and Aquaponics to list of uses that must meet additional criteria; not be injurious to the public health, safety, or welfare of the community
PRO4	Procedures AC (283) FW (359)	3-5-3-4 (b)(4)/157.503 (2)(d) Recreation terms with additional Criteria for Approval of Special Use need to be updated.	Removed "Recreation facility or use (not otherwise permitted)" and replaced with new rec terms: (J)/(iii) Recreation, indoor (K)/(iv) Recreation, outdoor
DEF1	Abut AC (301) FW (384)	3-5-6-2/157.506 (B) "Abut" is used several times in the ordinance when "adjacent" is not appropriate.	Added new term and definition; " Abut: Lots or parcels that have a common lot line with each other. Lots or parcels that have a common lot line with streets, alleys, and rights-of-way. "

Draft Summary of Amendments

No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
DEF2	Bed and Breakfast AC (314) FW (395)	3-5-6-2/157.506 (B) Meals should be included as part of "Bed and Breakfast"	Replaced "with or without" with "and" in the definition of Bed and Breakfast .
DEF3	Canopy AC (319) FW (399)	3-5-6-2/157.506 (B) The definition of canopy should not include gas station canopies.	Added, "A gas station canopy is not included in this definition (see " Gas Station ")" to the definition of Canopy .
DEF4	Enclosed Area (Enclosure) AC (329) FW (412)	3-5-6-2/157.506 (B) A definition for Enclosed Area (Enclosure) is only found in the Floodplain Section of the ordinance.	Added a Definition of Enclosed Area (Enclosure) to the overall ordinance. "Enclosed Area (Enclosure): A structure that has two or more exterior walls."
DEF5	Entertainment Facility AC (329) FW (410)	3-5-6-2/157.506 (B) Including "indoor or outdoor" in the definition limits the facility to being one or the other	Removed "indoor or outdoor" from Entertainment Facility definition
DEF6	Gas Station AC (335) FW (416)	3-5-6-2/157.506 (B) A "gas station canopy" should be included in the definition of Gas Station.	Added, "A gas station canopy is included in this definition" to the definition of Gas Station .
DEF7	Golf Course (Miniature) AC (334) FW (418)	3-5-6-2/157.506 (B) The use of the term "recreational facility" in the definition of miniature golf course causes confusion.	Removed "recreational facility" and replaced with from "area or facility".
DEF8	Hotel AC (339) FW (422)	3-5-6-2/157.506 (B) "Recreational facilities" is not defined and does not need to be included in the definition of	Removed "recreational facilities" from Hotel definition.
DEF9	Park or Recreation Area (Private) AC (352) FW (433)	3-5-6-2/157.506 (B) Park or Recreation Area (Private) is only found in the Definitions section of the Zoning Ordinance	Removed Park or Recreation Area (Private) definition.
DEF10	Recreation Area Recreation, Outdoor AC (356) FW(437)	3-5-6-2/157.506 (B) Recreation Area has been replaced with Recreation, Outdoor	Removed Recreation Area. These uses are now addressed under Recreation, outdoor . Added new term and definition; "Recreation, outdoor: A private outdoor establishment that is maintained or operated for the amusement, patronage, or recreation of the general public, members, or paying customers. Structures are typically required by or are part of the use. Recreation areas shall include athletic fields, boating, campgrounds, canoeing , golf driving range, fishing, golf courses, non-motorized trail riding, swimming pools, swimming beaches, outdoor games and sports, volleyball or tennis courts, zip lining and similar uses. This use shall not include public parks."

Draft Summary of Amendments

No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
DEF11	Recreation Facility Recreation, Indoor AC (356) FW (437)	3-5-6-2 157.506 (B) Recreation Facility has been replaced with Recreation, indoor	Removed "Recreation Facility". These uses are now addressed under Recreation, indoor . Added new term and definition; " Recreation, indoor : A private indoor establishment that is maintained or operated for the amusement, patronage, or recreation of the general public, members, or paying customers, including axe throwing, bowling alleys, ping pong, rock climbing, skating rinks, swimming pools, tennis clubs, trampoline parks and other similar use. This use shall not include public parks."
DEF12	Recreation, General AC (356) FW (437)	3-5-6-2 /157.506 (B) Recreation, General is only found in the definition section and minimum parking requirements table.	Removed "Recreation, General" definition from ordinance. These uses are addressed under other terms.
DEF13	Recreation/Tourism, Limited AC (356) FW (437)	3-5-6-2/157.506 (B) Recreation/Tourism, Limited is only found in the definition section and minimum parking requirements table.	Removed "Recreation/Tourism, Limited" definition from ordinance. These uses are addressed under new term "Recreation, indoor"
DEF14	Recreation Uses, Outdoor AC (356) FW (437)	3-5-6-2/157.506 (B) Recreation Uses, Outdoor has been replaced with Recreation, outdoor	Removed, "Recreation Uses, Outdoor: Outdoor recreation uses may include athletic fields, riding stables, swimming pools, tennis courts, and similar uses." These uses are addressed in new Recreation, outdoor definition
DEF15	Retirement Facility AC (359) FW (441)	3-5-6-2/157.506 (B) The use of the defined term "common areas" in the definition of Retirement Facility is confusing.	Added the word "living" between common and areas.
DEF16	Riding Stable, Nonresidential & Riding Stable, Private AC (359) FW (440)	3-5-6-2/157.506 (B) "Riding Stable, Nonresidential" and "Riding Stable, Private" do not need separate definitions.	Removed "Riding Stable, Private" definition and added " <i>as part of a private club or</i> " to "Riding Stable, Nonresidential"
DEF17	Universally Permitted Use	3-5-6-2/157.506 (B) Use of the term "park or recreation area" in the definition of Universally Permitted use is confusing	Replaced "park or recreation area (public county, municipal, state, or township)" with the term " public park ", which points to the definition of "park of recreation area, public" in the ordinance.

ALLEN COUNTY ZONING ORDINANCE

Chapter 3 A1 Agricultural

3-2-3-1 Purpose

The Agricultural **district** is intended to permit a wide range of agricultural activities as well as limited types of low-density residential **development** and other **uses** customarily conducted in or associated with agricultural areas, and certain additional community-oriented **uses**.

3-2-3-2 Permitted Uses

The following **uses** are permitted as a matter of right in an A1 **district**:

- (a) **Accessory building, structure, or use** as set forth in A.C.C. 3-2-3-4; plus **roadside stand; Agricultural uses and buildings**, including:
 - (1) agricultural barn, as a **primary building** on a site of at least five (5) acres; the property **owner** shall submit documentation of participation in an **agricultural use**;
 - (2) **agronomic crop production**, along with any machinery or vehicles necessary for the crop production; **apiculture**; floriculture; forestry and tree farming; horticulture; and viticulture; and
 - (3) dairy, livestock, and poultry farming, including grassland and range pastures; excluding **Confined Feeding Operations (CFOs)**; also excluding fertilizer works, **slaughter houses**, and plants for the processing of animal skins or hides and/or the reduction of animal matter.
- (b) **Common areas** used for a **clubhouse, neighborhood center, swimming pool, tennis court, or other similar assembly/indoor recreation or other similar assembly facility or use, in association with a minor plat or an existing single family subdivision**;
- (c) **Group residential facility (small)**;
- (d) **Manufactured home, Type II**
- (e) **Manufactured home, Type III**, as either a primary or second **primary building**;
- (f) **Model home** (in association with a **minor plat**, permitted for up to two (2) years);
- (g) **Riding stable, residential** (shall be located on a **lot** with a **single family dwelling**);
- (h) **Single family dwelling (detached)**;
- (i) **Universally permitted use**;
- (j) **Wind energy conversion system, micro** (on unplatted **parcels**); and
- (k) **Wind energy conversion system, standard** (on **parcels** of over five (5) acres not adjacent to platted **lots** or **residential zoning districts**).

ALLEN COUNTY ZONING ORDINANCE

3-2-3-3

Special Uses

- (a) The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- (1) **Accessory building** (non-agricultural) construction prior to the construction of a single **family primary building**; the **accessory building** shall be limited to a maximum of 2,000 square feet;
 - (2) **Agriculturally-allied uses**, to include:
 - (A) agriculture equipment repair facility;
 - (B) commercial dairy for the processing, packaging and distribution of dairy products;
 - (C) feed mills where grain is processed on a commercial basis;
 - (D) fertilizer sales, mixing and **storage**;
 - (E) livestock sales/**auction** barns; and
 - (F) a trucking operation primarily engaged in commercial transportation of agricultural products.
 - (3) **Airstrip/heliport** (for corporate or multiple **owner use**);
 - (4) Animal grooming (associated with a **single family dwelling**; any outside animal areas shall meet the minimum **primary building setback** standards);
 - (5) **Animal hospital** (any outside animal areas shall meet the minimum **primary building setback** standards);
 - (6) **Animal kennel** (associated with a **single family dwelling**; any outside animal areas shall meet the minimum **primary building setback** standards);
 - (7) Animal rescue (associated with a **single family dwelling**; any outside animal areas shall meet the minimum **primary building setback** standards);
 - ~~(8)~~ **Animal slaughter house**;
 - ~~(9)~~ **Aquaculture**;
 - ~~(8)~~~~(10)~~ **Aquaponics**;
 - ~~(9)~~~~(11)~~ **Arena**;
 - ~~(10)~~~~(12)~~ **Asphalt plant** (the plant shall be located at the site of an active, operating pit or quarry, and the operation of the plant shall stop if the pit or quarry operation stops);
 - ~~(11)~~~~(13)~~ **Bed and breakfast**;
 - ~~(14)~~ **Boarding house**;
 - ~~(12)~~~~(15)~~ **Brewery (micro)**;
 - ~~(13)~~~~(16)~~ **Building material disposal site**;
 - ~~(14)~~~~(17)~~ **Class II child care home**;
 - ~~(15)~~~~(18)~~ **Commercial communication tower** (see A.C.C. 3-5-3-4(c)(1) for additional standards);
 - ~~(16)~~~~(19)~~ **Community garden** that includes a **structure**;

ALLEN COUNTY ZONING ORDINANCE

- ~~(17)~~**(20)** **Concrete plant** (the plant shall be located at the site of an active, operating pit or quarry, and the operation of the plant shall stop if the pit or quarry operation stops);
- ~~(18)~~**(21)** **Container home** (see A.C.C. 3-5-3-5(c)(9) for additional standards);
- ~~(22)~~ **Country club**;
- ~~(19)~~**(23)** **Distillery (micro)**;
- ~~(20)~~**(24)** **Educational institution** (not otherwise permitted);
- ~~(21)~~**(25)** **Educational institution-associated facilities, uses and areas** (on non-contiguous properties);
- ~~(22)~~**(26)** **Funeral home**;
- ~~(23)~~**(27)** **Greenhouse** (retail);
- ~~(24)~~**(28)** **Group residential facility (large)**;
- ~~(25)~~**(29)** **Home business** (see A.C.C. 3-5-3-4(c)(2) for additional standards);
- ~~(26)~~**(30)** **Home enterprise** (see A.C.C. 3-5-3-4(c)(3) for additional standards);
- ~~(27)~~**(31)** **Home industry** (see A.C.C. 3-5-3-4(c)(4) for additional standards);
- ~~(28)~~**(32)** **Home workshop** (see A.C.C. 3-5-3-4(c)(5) for additional standards);
- ~~(29)~~**(33)** **Homeless shelter** (accessory to a **religious institution**, for up to eight (8) individuals);
- ~~(30)~~**(34)** **Livestock operation (high intensity)**, including Concentrated and Confined Animal Feeding Operations; subject to the following additional standards:
- (A) The minimum size of a **high intensity livestock operation** property shall be forty (40) acres;
 - (B) Any **building** or **structure** used for the **livestock operation** shall be located a minimum of one hundred (100) feet from any property line;
 - (C) Any **building** or **structure** used for the **livestock operation** shall be located a minimum of 1,320 feet from an existing **single family dwelling; child care center, hospital, nursing home, or other similar medical facility; public building; public park; religious institution; school**; any other **zoning district** not designated A1/Agricultural; or municipal boundary; as measured from the closest property line of the **livestock operation** to the closest property line of the existing **single family dwelling; child care center, hospital, nursing home, or other similar medical facility; public building; public park; religious institution; school**; any other **zoning district** not designated A1/Agricultural; or to the closest municipal boundary.
- ~~(31)~~**(35)** **Model home** (for an extension of time or expansion of scope);
- ~~(32)~~**(36)** **Nature preserve** (that includes a **structure** or **parking area**);
- ~~(33)~~**(37)** **Neighborhood facility**;
- ~~(34)~~**(38)** **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);

ALLEN COUNTY ZONING ORDINANCE

- ~~(35)~~**(39)** Plant nursery (retail);
- ~~(36)~~**(40)** Quarry or mine;
- ~~(41)~~ Reception hall, meeting hall, or recreation hall; clubhouse;
- ~~(42)~~ Recreation, indoor;
- ~~(37)~~**(43)** Recreation, outdoor;
- ~~(38)~~ Recreation area;
- ~~(39)~~**(44)** Recreation facility;
- ~~(40)~~**(45)** Religious institution or non-public school illuminated **athletic field(s)**;
- ~~(41)~~**(46)** Residential facility for a court-ordered re-entry program;
- ~~(42)~~**(47)** Residential facility for homeless individuals (for up to eight (8) individuals);
- ~~(43)~~**(48)** Riding stable, nonresidential (on a **lot** with no residential **building**; the stable shall be located on a **tract** of at least five (5) acres);
- ~~(44)~~**(49)** Sanitary landfill (see A.C.C. 3-5-3-4(c)(7) for additional standards);
- ~~(45)~~**(50)** Sawmill for the cutting and processing of lumber grown on-site (any saw or other machinery shall be located at least one hundred (100) feet from any **lot line**);
- ~~(46)~~**(51)** Shooting range (indoor or outdoor archery, firearm, skeet, trap, or similar);
- ~~(47)~~**(52)** Sign (temporary **subdivision** direction);
- ~~(48)~~**(53)** Solar panel (ground-mounted);
- ~~(49)~~**(54)** Solid waste transfer station (see A.C.C. 3-5-3-4(c)(8) for additional standards);
- ~~(50)~~**(55)** Stadium/racetrack;
- ~~(51)~~**(56)** Storage building (as a **primary building**);
- ~~(52)~~**(57)** Two family dwelling (to allow conforming status for existing nonconforming **uses**, and to also allow new **two family dwellings**);
- ~~(53)~~**(58)** Utility facility, private (not otherwise permitted or exempt);
- ~~(54)~~**(59)** Veterinary clinic (any pen or run shall be located at least one hundred (100) feet from any **lot line**);
- ~~(55)~~**(60)** Wind energy conversion system, micro (to allow systems for **single family detached dwellings** on platted land, or to request approval of a greater height);
- ~~(56)~~**(61)** Wind energy conversion system, standard (to allow systems on a **parcel** of less than five (5) acres, or **adjacent** to platted **lots** or **residential zoning districts**); and
- ~~(57)~~**(62)** Winery.

(b) Reserved

ALLEN COUNTY ZONING ORDINANCE

Chapter 4 A3 Estates

3-2-4-1 Purpose

The Estates **district** is intended to encourage protection of land with unique or sensitive characteristics, including **significant natural features**. The land may also be generally unsuited for intensive activities and lacking the public sewer and water facilities required for higher density **development**.

3-2-4-2 Permitted Uses

- (a) **Accessory building, structure, or use** as set forth in A.C.C. 3-2-4-4;
- (b) **Agricultural uses and buildings**, including:
 - (1) **agronomic crop production**, along with the operation of any machinery or vehicles necessary for the crop production; **apiculture**; floriculture; forestry and tree farming; horticulture; and viticulture; and
 - (2) production/keeping of cattle, goats, horses, pigs, sheep, and/or similar livestock, on properties of two (2) acres or more in size (excluding high intensity **livestock operations**).
- (c) **Common areas** used for a **clubhouse, neighborhood center, swimming pool, tennis court, or other similar assembly/indoor recreation or other similar assembly facility or use, in association with a minor plat or an existing single family subdivision**;
- (d) **Group residential facility (small)**;
- (e) **Model home** (in association with a **minor plat**, permitted for up to two (2) years);
- (f) **Riding stable, residential** (shall be located on a **lot** with a **single family dwelling**);
- (g) **Single family dwelling (detached)**;
- (h) **Universally permitted use**;
- (i) **Wind energy conversion system, micro** (on unplatted **parcels**); and
- (j) **Wind energy conversion system, standard** (on **parcels** of over five (5) acres not **adjacent** to platted **lots** or **residential zoning districts**).

ALLEN COUNTY ZONING ORDINANCE

3-2-4-3

Special Uses

- (a) The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- (1) **Airstrip/heliport** (for corporate or multiple **owner use**);
 - (2) **Bed and breakfast**;
 - (3) **Boarding house**;
 - (4) **Class II child care home**;
 - (5) **Community garden** that includes a **structure**;
 - (6) **Container home** (see A.C.C. 3-5-3-5(c)(9) for additional standards);
 - (7) **Country club**;
 - (8) **Educational institution** (not otherwise permitted);
 - (9) **Educational institution-associated facilities, uses, and areas** (on non-contiguous properties);
 - (10) **Funeral home**;
 - (11) **Group residential facility (large)**;
 - (12) **Home business** (see A.C.C. 3-5-3-4(c)(2) for additional standards);
 - (13) **Home enterprise** (see A.C.C. 3-5-3-4(c)(3) for additional standards);
 - (14) **Home workshop** (see A.C.C. 3-5-3-4(c)(5) for additional standards);
 - (15) **Homeless shelter** (accessory to a **religious institution**, for up to eight (8) individuals);
 - (16) **Model home** (for an extension of time or expansion of scope);
 - (17) **Nature preserve** (that includes a **structure** or **parking area**);
 - (18) **Neighborhood facility**;
 - (19) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
 - (20) Quarry or mine;
 - (21) **Reception hall, meeting hall, or ~~recreation hall~~; clubhouse**;
 - ~~(22) **Recreation area**;~~
 - ~~(23) **Recreation facility**;~~
 - (22) Recreation, indoor;**
 - (23) Recreation, outdoor;**
 - (24) **Religious institution** or non-public **school** illuminated **athletic field(s)**;
 - (25) **Residential facility for a court-ordered re-entry program**;
 - (26) **Residential facility for homeless individuals** (for up to eight (8) individuals);

ALLEN COUNTY ZONING ORDINANCE

Chapter 6 R1 Single Family Residential

3-2-6-1 Purpose

The Single **Family Residential district** is intended to create and maintain areas for single **family residential uses** on individual **lots** or **tracts** and to provide for a variety of areas for single **family** neighborhoods, along with certain additional **uses**.

3-2-6-2 Permitted Uses

The following **uses** are permitted as a matter of right in an R1 **district**:

- (a) **Accessory building, structure, or use** as set forth in A.C.C. 3-2-6-4;
- (b) **Common areas** used for a **clubhouse, neighborhood center, swimming pool, tennis court, or other similar assembly or indoor recreation or other similar assembly- facility, including structures and uses typically associated with a single family subdivision;**
- (c) **Group residential facility (small);**
- (d) **Model home** (permitted for up to two (2) years);
- (e) **Single family dwelling (detached);** and
- (f) **Universally permitted use.**

3-2-6-3 Special Uses

- (a) The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

- ~~(1)~~ **Animal keeping** (outdoor, small animal);
- ~~(+)(2)~~ **Athletic field;**
- ~~(2)(3)~~ **Bed and breakfast;**
- ~~(3)(4)~~ **Boarding house;**
- ~~(4)(5)~~ **Class II child care home;**
- ~~(5)(6)~~ **Club, private (transitional use);**
- ~~(6)(7)~~ **Community facility** not otherwise permitted (**transitional use**);
- ~~(7)(8)~~ **Community garden** that includes a **structure**;
- ~~(8)(9)~~ **Container home** (see A.C.C. 3-5-3-5(c)(9) for additional standards);
- ~~(9)(10)~~ **Country club;**
- ~~(10)(11)~~ **Educational institution** (not otherwise permitted);
- ~~(11)(12)~~ **Educational institution-associated facilities, uses, and areas** (on non-contiguous properties);
- ~~(12)(13)~~ **Emergency response facility (transitional use);**
- ~~(13)(14)~~ **Funeral home;**
- ~~(14)~~ **Golf course;**
- (15) **Group residential facility (large);**
- (16) **Heliport** (private individual or accessory to permitted **nonresidential use**, excluding **hospital uses**);

ALLEN COUNTY ZONING ORDINANCE

- (17) **Home business** (see A.C.C. 3-5-3-4(c)(2) for additional standards);
- (18) **Homeless shelter** (accessory to a **religious institution**, for up to eight (8) individuals);
- (19) **Instruction/training/education (transitional use)**;
- (20) **Live-work unit (transitional use)**;
- (21) **Manufactured home, Type II and Type III** (see A.C.C. 3-5-3-4(c)(6) for additional standards);
- (22) **Medical office (transitional use)**;
- (23) **Model home** (for extension of time or expansion of scope);
- (24) **Museum**;
- (25) **Nature preserve** (that includes a **structure** or **parking area**);
- (26) **Neighborhood facility**;
- (27) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
- (28) **Personal service (transitional use**, excluding copy/duplicating service, **health club**/fitness center, or social service agency);
- (29) **Professional office/business service (transitional use**, excluding **bank**, **credit union**, **loan office**, or **savings and loan**);
- ~~(30) **Recreation use, outdoor (athletic field, riding stable, swim club, tennis club)**;~~
- (30) **Recreation, outdoor**;
- (31) **Religious institution** or non-public **school** illuminated **athletic field(s)**;
- (32) **Residential facility for a court-ordered re-entry program**;
- (33) **Residential facility for homeless individuals** (for up to eight (8) individuals; the facility shall be located a minimum of 3,000 feet from a **small group residential facility**, a **large group residential facility**, a court-ordered re-entry program residential facility, or another **residential facility for homeless individuals**, as measured from the closest property lines of the facilities);
- ~~(33)~~(34) **Riding Stable, Residential**
- ~~(34)~~(35) **Sign** (temporary **subdivision** direction);
- ~~(35)~~(36) **Solar panel (ground mounted)**;
- ~~(36)~~(37) **Subdivision clubhouse, meeting hall, neighborhood center**, or swim/tennis facility, if not previously approved as part of the **subdivision**;
- ~~(38)~~ **Studio (transitional use)**;
- ~~(39)~~ **Swim club**;
- ~~(37)~~(40) **Tennis club**;
- ~~(38)~~(41) **Two family dwelling** (to allow conforming status for existing **nonconforming uses**);
- ~~(39)~~(42) **Utility facility, private** (not otherwise permitted or exempt);
- ~~(40)~~(43) **Wind energy conversion system, micro** (for **single family detached dwellings** on unplatted land); and

ALLEN COUNTY ZONING ORDINANCE

~~(41)~~(44) Wind energy conversion system, standard (for fire/police station, public park/~~recreation area~~, religious institution, or school uses; or unplatted residential land over five (5) acres).

(b) Reserved

ALLEN COUNTY ZONING ORDINANCE

3-2-6-5

Development Standards

- (a) The standards in the following table shall apply in the R1 **district**; all are minimum standards unless otherwise noted (the table continues onto the next page).

R1 SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS	
Building size (square feet)	
Single family dwelling	700 ⁽¹⁾
Accessory structures	Total detached accessory building square footage shall be less than the square footage of the primary building
Number of buildings permitted on a lot	
One primary residential building per lot	
Multiple primary nonresidential buildings are permitted per lot	
Height (maximum)⁽²⁾	
Accessory building	25'
Primary building	40'
Lot area (square feet)	
Public sewer (interior lot)	6,000
Public sewer (corner lot)	8,500
Private sewage disposal	87,120 (2 acres)
Lot width (at front building line and at front lot line unless otherwise stated)	
Public sewer (interior lot)	50' (25' at front lot line)
Public sewer (corner lot)	70'
Private sewage disposal	120'
Front yard⁽³⁾	
Platted lot	25' (or platted building line setback, whichever is greater)
Unplatted lot if adjacent to: Arterial/collector street Local or private street PC-approved easement	115' from the centerline of the street 25' from the street right-of-way 30' from the easement
Flag Lot	30' Flag lots shall have two (2) required front yards (see definition of lot line, front)
Through lot	At each end of the lot , based on the street classification/type the yard is adjacent to, except that: <ul style="list-style-type: none"> • If no access is permitted to the rear of the lot, then a detached accessory structure shall be permitted as set forth below, and a fence shall be permitted with no setback; or • If access is permitted to the rear of the lot, then a detached accessory structure shall be permitted with a 10' setback and a fence shall be permitted with a 5' setback
If there is an existing residence on an adjacent parcel on the same side of the street with a nonconforming front setback , and the existing residence is within 300' of the proposed residence	The minimum front yard shall be the smallest existing nonconforming setback on the adjacent parcel(s)

ALLEN COUNTY ZONING ORDINANCE

Chapter 7 R2 Two Family Residential

3-2-7-1 Purpose

The Two Family Residential district is intended to create areas for medium density residential uses on individual lots or tracts and to provide for a variety of areas for single family and two family residential development, along with certain additional uses.

3-2-7-2 Permitted Uses

The following uses are permitted as a matter of right in an R2 district:

- (a) Accessory building, structure, or use as set forth in A.C.C. 3-2-7-4;
- (b) Common areas used for a clubhouse, neighborhood center, swimming pool, tennis court, ~~or other similar assembly or~~ indoor recreation ~~or other similar assembly facility, including structures and uses typically associated with a single family subdivision;~~
- (c) Group residential facility (small);
- (d) Model home (permitted for up to two (2) years);
- (e) Single family dwelling (attached) (one building of up to two (2) units);
- (f) Single family dwelling (detached);
- (g) Two family dwelling; and
- (h) Universally permitted use.

3-2-7-3 Special Uses

- (a) The following uses may be approved by the Board of Zoning Appeals after the filing of a special use petition:
 - (1) Animal keeping (outdoor, small animal);
 - ~~(1)~~(2) Athletic field;
 - ~~(2)~~(3) Bed and breakfast;
 - ~~(3)~~(4) Boarding house;
 - ~~(4)~~(5) Class II child care home;
 - ~~(5)~~(6) Club, private (transitional use);
 - ~~(6)~~(7) Community facility not otherwise permitted (transitional use);
 - ~~(7)~~(8) Community garden that includes a structure;
 - ~~(8)~~(9) Container home (see A.C.C. 3-5-3-5(c)(9) for additional standards);
 - ~~(9)~~(10) Country club;
 - ~~(10)~~(11) Educational institution (not otherwise permitted);
 - ~~(11)~~(12) Educational institution-associated facilities, uses, and areas (on non-contiguous properties);
 - ~~(12)~~(13) Emergency response facility (transitional use);
 - ~~(13)~~(14) Funeral home;
 - ~~(14)~~ Golf course;

ALLEN COUNTY ZONING ORDINANCE

- (15) **Group residential facility (large);**
- (16) **Heliport** (private individual or accessory to a permitted **nonresidential use**, excluding **hospital uses**);
- (17) **Home business** (see A.C.C. 3-5-3-4(c)(2) for additional standards);
- (18) **Homeless shelter** (accessory to a **religious institution**, for up to eight (8) individuals);
- (19) **Instruction/training/education (transitional use);**
- (20) **Live-work unit (transitional use);**
- (21) **Manufactured home, Type II** (see A.C.C. 3-5-3-4(c)(6) for additional standards);
- (22) **Medical office (transitional use);**
- (23) **Model home** (for extension of time or expansion of scope);
- (24) **Multiple Family Dwelling (transitional use**, up to ten (10) units, see multiple family **building** and complex perimeter **setback** and **building** separation requirements in R3 **district** (A.C.C. 3-2-8-5 (a)));
- (25) **Museum;**
- (26) **Nature preserve** (that includes a **structure** or **parking area**);
- (27) **Neighborhood facility;**
- (28) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
- (29) **Personal service (transitional use**, excluding copy/duplicating service, **health club**/fitness center, or social service agency);
- (30) **Professional office/business service (transitional use**, excluding **bank**, **credit union**, **loan office**, or **savings and loan**);
- ~~(31) **Recreation use, outdoor (athletic field, riding stable, swim club, tennis club);**~~
- (31) **Recreation, outdoor;**
- (32) **Religious institution** or non-public **school** illuminated **athletic field(s)**;
- (33) **Residential facility for a court-ordered re-entry program;**
- ~~(34)~~ Residential facility for homeless individuals (for up to eight (8) individuals);
- ~~(34)(35)~~ **Riding Stable, residential;**
- ~~(35)(36)~~ **Sign** (temporary **subdivision** direction);
- ~~(36)(37)~~ **Solar panel (ground mounted);**
- ~~(37)(38)~~ **Subdivision clubhouse, meeting hall, neighborhood center**, or swim/tennis facility, if not previously approved as part of the **subdivision**;
- ~~(39)~~ **Studio (transitional use);**
- ~~(40)~~ **Swim club;**
- ~~(38)(41)~~ **Tennis club;**

ALLEN COUNTY ZONING ORDINANCE

~~(39)~~(42) **Utility facility, private** (not otherwise permitted or exempt);

~~(40)~~(43) **Wind energy conversion system, micro** (for **single family detached dwellings on unplatted land only**); and

~~(41)~~(44) **Wind energy conversion system, standard** (for fire/**police station, public park/recreation area, religious institution, or school uses**; or unplatted residential land over five (5) acres).

(b) Reserved

ALLEN COUNTY ZONING ORDINANCE

3-2-7-5

Development Standards

(a) The standards in the following table shall apply in the R2 district; all are minimum standards unless otherwise noted (the table continues onto the next page):

R2 TWO FAMILY RESIDENTIAL DEVELOPMENT STANDARDS		
Building size (square feet)		
Single family dwelling	700 ⁽¹⁾	
Accessory structures	Total detached accessory building square footage shall be less than the square footage of the primary building	
Number of buildings permitted on a lot		
One primary residential building per lot		
Multiple primary nonresidential buildings are permitted per lot		
Height (maximum) ⁽²⁾		
Accessory building	25'	
Primary building	40'	
Lot area (square feet)		
	Detached Single Family Dwelling	Attached Single Family Dwelling
Public sewer (interior lot)	6,000	3,000
Public sewer (corner lot)	8,500	6,000
Private sewage disposal	87,120 (2 acres)	
Lot width (at front building line and at front lot line unless otherwise stated)		
	Detached Single Family Dwelling	Attached Single Family Dwelling
Public sewer (interior lot)	50' (25' at front lot line)	25'
Public sewer (corner lot)	70'	50'
Private sewage disposal	120'	
Front yard ⁽³⁾		
Platted lot	25' (or platted building line setback, whichever is greater)	
Unplatted lot if adjacent to: Arterial/collector street Local or private street PC-approved easement	115' from the centerline of the street 25' from the street right-of-way 30' from the easement	
Flag Lot	30' Flag lots shall have two (2) required front yards (see definition of lot line, front)	
Through lot	At each end of the lot, based on the street classification/type the yard is adjacent to, except that: <ul style="list-style-type: none"> • If no access is permitted to the rear of the lot, then a detached accessory structure shall be permitted as set forth below, and a fence shall be permitted with no setback; or • If access is permitted to the rear of the lot, then a detached accessory structure shall be permitted with a 10' setback and a fence shall be permitted with a 5' setback 	
If there is an existing residence on an adjacent parcel on the same side of the street with a nonconforming front	The minimum front yard shall be the smallest existing nonconforming setback on the adjacent parcel(s)	

ALLEN COUNTY ZONING ORDINANCE

Chapter 8 R3 Multiple Family Residential

3-2-8-1 Purpose

The Multiple Family Residential district is intended to create areas for high density multiple family residential uses, as well as single and two-family dwelling units and other compatible nonresidential uses, where adequate public facilities are available.

3-2-8-2 Permitted Uses

The following uses are permitted as a matter of right in an R3 district:

- (a) Accessory building, structure, or use as set forth in A.C.C. 3-2-8-4 (including rental/management office in a multiple family complex);
- (b) Assisted living facility;
- (c) Common areas used for a clubhouse, neighborhood center, swimming pool, tennis court, ~~or other similar assembly or~~ indoor recreation ~~or other similar assembly facility,~~ including structures and uses typically associated with a single family subdivision;
- (d) Fraternity or sorority house;
- (e) Group residential facility (small);
- (f) Model home (permitted for up to two (2) years);
- (g) Multiple family complex;
- (h) Multiple family dwelling;
- (i) Off-site campus housing;
- (j) Retirement facility;
- (k) Single family dwelling (attached);
- (l) Single family dwelling (detached) (including multiple primary structures);
- (m) Two family dwelling; and
- (n) Universally permitted use.

ALLEN COUNTY ZONING ORDINANCE

3-2-8-3

Special Uses

- (a) The following uses may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- ~~(1)~~ **Animal keeping** (outdoor, small animal);
 - ~~(+)(2)~~ **Athletic field**;
 - ~~(2)(3)~~ **Bed and breakfast**;
 - ~~(3)(4)~~ **Boarding house**;
 - ~~(4)(5)~~ **Class II child care home**;
 - ~~(5)(6)~~ **Club, private (transitional use)**;
 - ~~(6)(7)~~ **Community facility** not otherwise permitted (**transitional use**);
 - ~~(7)(8)~~ **Community garden** that includes a **structure**;
 - ~~(8)(9)~~ **Container home** (see A.C.C. 3-5-3-5(c)(9) for additional standards);
 - ~~(9)(10)~~ **Country club**;
 - ~~(+10)(11)~~ **Educational institution** (not otherwise permitted);
 - ~~(+11)(12)~~ **Educational institution-associated facilities, uses, and areas** (on non-contiguous properties);
 - ~~(+12)(13)~~ **Emergency response facility (transitional use)**;
 - ~~(+13)(14)~~ **Funeral home**;
 - ~~(+14)~~ **Golf course**;
 - (15) **Group residential facility (large)**;
 - (16) **Heliprot (private individual or accessory to permitted nonresidential use, excluding hospital uses)**;
 - (17) **Home business** (see A.C.C. 3-5-3-4(c)(2) for additional standards);
 - (18) **Homeless shelter** (accessory to a **religious institution**, for up to eight (8) individuals);
 - (19) **Instruction/training/education (transitional use)**;
 - (20) **Live-work unit (transitional use)**;
 - (21) **Manufactured home, Type II** (see A.C.C. 3-5-3-4(c)(6) for additional standards);
 - (22) **Medical office (transitional use)**;
 - (23) **Model home** (for extension of time or expansion of scope);
 - (24) **Museum**;
 - (25) **Nature preserve** (that includes a **structure** or **parking area**);
 - (26) **Neighborhood facility**;
 - (27) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);

ALLEN COUNTY ZONING ORDINANCE

- (28) **Personal service (transitional use**, excluding copy/duplicating service, **health club**/fitness center, or social service agency);
 - (29) **Professional office/business service (transitional use**, excluding **bank, credit union, loan office, or savings and loan**);
 - ~~(30) **Recreation use, outdoor (athletic field, riding stable, swim club, tennis club)**;~~
 - (30) **Recreation, outdoor**
 - (31) **Religious institution** or non-public **school** illuminated **athletic field(s)**;
 - (32) **Residential facility for a court-ordered re-entry program**;
 - (33) **Residential facility for homeless individuals** (for up to eight (8) individuals);
 - ~~(33)~~(34) **Riding Stable, residential**
 - ~~(34)~~(35) **Sign** (temporary **subdivision** direction);
 - ~~(35)~~(36) **Solar panel (ground mounted)**;
 - ~~(36)~~(37) **Subdivision clubhouse, meeting hall, neighborhood center**, or swim/tennis facility (if not previously approved as part of the **subdivision**);
 - (38) **Studio (transitional use)**;
 - (39) **Swim club**;
 - ~~(37)~~(40) **Tennis club**;
 - ~~(38)~~(41) **Utility facility, private** (not otherwise permitted or exempt);
 - ~~(39)~~(42) **Wind energy conversion system, micro** (for single **family detached dwellings on unplatted land** only); and
 - ~~(40)~~(43) **Wind energy conversion system, standard** (for fire/**police station, public park/recreation area, religious institution, or school uses**; or unplatted residential land over five (5) acres).
- (b) Reserved

ALLEN COUNTY ZONING ORDINANCE

3-2-8-5 **Development Standards**

(a) The standards in the following table shall apply in the R3 **district**; all are minimum standards unless otherwise noted (the table continues onto the next page):

R3 MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS		
Building size (square feet)		
Single family dwelling	700 ⁽¹⁾	
Accessory structures	Total detached accessory building square footage shall be less than the square footage of the primary building	
Number of buildings permitted on a lot		
One primary residential building per lot (multiple primary residential buildings shall be permitted if approved by the Plan Commission as part of a Development Plan)		
Multiple primary nonresidential buildings are permitted per lot		
Height (maximum)⁽²⁾		
Accessory building	25'	
Primary building	60'	
Lot area (square feet)		
	Detached Single Family Dwelling	Attached Single Family Dwelling
Public sewer (interior lot)	6,000	3,000
Public sewer (corner lot)	8,500	6,000
Private sewage disposal	87,120 (2 acres)	
Lot width (at front building line and at front lot line unless otherwise stated)		
	Detached Single Family Dwelling	Attached Single Family Dwelling
Public sewer (interior lot)	50' (25' at front lot line)	25'
Public sewer (corner lot)	70'	50'
Private sewage disposal	120'	
Front yard⁽³⁾		
Platted lot	25' (or platted building line setback, whichever is greater)	
Unplatted lot if adjacent to: Arterial/collector street Local or private street PC-approved easement	115' from the centerline of the street 25' from the street right-of-way 30' from the easement	
Flag Lot	30' Flag lots shall have two (2) required front yards (see definition of lot line, front)	
Through lot	At each end of the lot , based on the street classification/type the yard is adjacent to, except that: <ul style="list-style-type: none"> • If no access is permitted to the rear of the lot, then a detached accessory structure shall be permitted as set forth below, and a fence shall be permitted with no setback; or • If access is permitted to the rear of the lot, then a detached accessory structure shall be permitted with a 10' setback and a fence shall be permitted with a 5' setback 	
If there is an existing residence on an adjacent parcel on the same side of the street with a nonconforming front	The minimum front yard shall be the smallest existing nonconforming setback on the adjacent parcel(s)	

ALLEN COUNTY ZONING ORDINANCE

Chapter 10 MHS Manufactured Home Subdivision

3-2-10-1 Purpose

The **Manufactured Home Subdivision district** is intended to create areas for the **development of Type II manufactured homes** on individual **lots** which will provide for an environment of predominantly single **family development** with certain additional **uses**.

3-2-10-2 Permitted Uses

The following **uses** are permitted as a matter of right in an MHS **district**:

- (a) **Accessory building, structure, or use** as set forth in A.C.C. 3-2-10-4;
- (b) **Common areas** used for a **clubhouse, neighborhood center, swimming pool, tennis court, or other similar assembly or indoor recreation or other similar assembly facility, including structures and uses typically associated with a single family subdivision;**
- (c) **Group residential facility (small);**
- (d) **Manufactured home, Type II;**
- (e) **Model home** (permitted for up to two (2) years);
- (f) **Single family dwelling (detached);** and
- (g) **Universally permitted use.**

3-2-10-3 Special Uses

- (a) The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
 - (1) **Animal keeping** (outdoor, small animal);
 - ~~(1)~~(2) **Athletic field;**
 - ~~(2)~~(3) **Bed and breakfast;**
 - ~~(3)~~(4) **Boarding house;**
 - ~~(4)~~(5) **Class II child care home;**
 - ~~(5)~~(6) **Club, private (transitional use);**
 - ~~(6)~~(7) **Community facility** not otherwise permitted (**transitional use**);
 - ~~(7)~~(8) **Community garden** that includes a **structure**;
 - ~~(8)~~(9) **Container home** (see A.C.C. 3-5-3-5(c)(9) for additional standards);
 - ~~(9)~~(10) **Country club;**
 - ~~(10)~~(11) **Educational institution** (not otherwise permitted);
 - ~~(11)~~(12) **Educational institution-associated facilities, uses, and areas** (on non-contiguous properties);
 - ~~(12)~~(13) **Emergency response facility (transitional use);**
 - ~~(13)~~(14) **Funeral home;**
 - ~~(14)~~ **Golf course;**
 - (15) **Group residential facility (large);**

ALLEN COUNTY ZONING ORDINANCE

- (16) **Heliport** (private individual or accessory to a permitted **nonresidential use**, excluding **hospital uses**);
- (17) **Home business** (see A.C.C. 3-5-3-4(c)(2) for additional standards);
- (18) **Homeless shelter** (accessory to a **religious institution**, for up to eight (8) individuals);
- (19) **Instruction/training/education (transitional use)**;
- (20) **Live-work unit (transitional use)**;
- (21) **Medical office (transitional use)**;
- (22) **Model home** (for extension of time or expansion of scope);
- (23) **Museum**;
- (24) **Nature preserve** (that includes a **structure** or **parking area**);
- (25) **Neighborhood facility**;
- (26) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
- (27) **Personal service (transitional use**, excluding copy/duplicating service, **health club**/fitness center, or social service agency);
- (28) **Professional office/business service (transitional use**, excluding **bank**, **credit union**, **loan office**, or **savings and loan**);
- ~~(29) **Recreation use, outdoor (athletic field, riding stable, swim club, tennis club)**;~~
- (29) **Recreation, outdoor**;
- (30) **Religious institution** or non-public school illuminated **athletic field(s)**;
- (31) **Residential facility for a court-ordered re-entry program**;
- ~~(32)~~ **Residential facility for homeless individuals** (for up to eight (8) individuals);
- ~~(32)(33)~~ **Riding Stable, residential**
- ~~(33)(34)~~ **Sign** (temporary **subdivision** direction);
- ~~(34)(35)~~ **Solar panel (ground mounted)**;
- ~~(35)(36)~~ **Subdivision clubhouse, meeting hall, neighborhood center**, or swim/tennis facility, if not previously approved as part of the **subdivision**;
- ~~(37)~~ **Studio (transitional use)**;
- ~~(38)~~ **Swim club**;
- ~~(36)(39)~~ **Tennis club**;
- ~~(37)(40)~~ **Two family dwelling** (to allow conforming status for existing **nonconforming uses**);
- ~~(38)(41)~~ **Utility facility, private** (not otherwise permitted or exempt);
- ~~(39)(42)~~ **Wind energy conversion system, micro** (for **single family detached dwellings** on unplatted land only); and

ALLEN COUNTY ZONING ORDINANCE

~~(40)~~(43) Wind energy conversion system, standard (for fire/police station, public park/~~recreation area~~, religious institution, or school uses; or unplatted residential land over five (5) acres).

(b) Reserved

ALLEN COUNTY ZONING ORDINANCE

3-2-10-5

Development Standards

- (a) The standards in the following table shall apply in the MHS district; all are minimum standards unless otherwise noted (table continues onto the next page).

MHS MANUFACTURED HOME SUBDIVISION DEVELOPMENT STANDARDS	
Building size (square feet)	
Single family dwelling	700 ⁽¹⁾
Accessory structures	Total detached accessory building square footage shall be less than the square footage of the primary building
Number of buildings permitted on a lot	
One primary residential building per lot	
Multiple primary nonresidential buildings are permitted per lot	
Height (maximum)⁽²⁾	
Accessory building	25'
Primary building	40'
Lot area (square feet)	
Public sewer (interior lot)	6,000
Public sewer (corner lot)	8,500
Private sewage disposal	87,120 (2 acres)
Lot width (at front building line and at front lot line unless otherwise stated)	
Public sewer (interior lot)	50' (25' at front lot line)
Public sewer (corner lot)	70'
Private sewage disposal	120'
Front yard⁽³⁾	
Platted lot	25' (or platted building line setback , whichever is greater)
Unplatted lot if adjacent to: Arterial/collector street Local or private street PC-approved easement	115' from the centerline of the street 25' from the street right-of-way 30' from the easement
Flag Lot	30' Flag lots shall have two (2) required front yards (see definition of lot line, front)
Through lot	At each end of the lot , based on the street classification/type the yard is adjacent to, except that: <ul style="list-style-type: none"> • If no access is permitted to the rear of the lot, then a detached accessory structure shall be permitted as set forth below, and a fence shall be permitted with no setback; or • If access is permitted to the rear of the lot, then a detached accessory structure shall be permitted with a 10' setback and a fence shall be permitted with a 5' setback
If there is an existing residence on an adjacent parcel on the same side of the street with a nonconforming front setback, and the existing residence is within 300' of the proposed residence	The minimum front yard shall be the smallest existing nonconforming setback on the adjacent parcel(s)

ALLEN COUNTY ZONING ORDINANCE

Chapter 11 MHP Manufactured Home Park

3-2-11-1 Purpose

The **Manufactured Home Park district** is intended to create areas for the location of multiple **Type III manufactured homes** on leased or rented **lots**. **Manufactured home park developments** shall require the review and approval of a Development Plan (see A.C.C. 3-3-1).

3-2-11-2 Permitted Uses

The following **uses** are permitted as a matter of right in an MHP **district**:

- (a) **Accessory building, structure, or use** as set forth in A.C.C. 3-2-11-3;
- (b) **Common areas** used for a **clubhouse, neighborhood center, swimming pool, tennis court, ~~or other similar assembly or~~ indoor recreation or other similar assembly facility, in association with an approved Development Plan;**
- (c) **Container home;**
- (d) **Manufactured home** project under single ownership (including **model home**, but excluding sales or service **lot**);
- (e) **Manufactured home, Type II;**
- (f) **Manufactured home, Type III;** and
- (g) **Universally permitted use.**

ALLEN COUNTY ZONING ORDINANCE

3-2-11-4

Development Standards

- (a) The standards in the following table shall apply in the MHP district; all are minimum standards unless otherwise noted.

MHP MANUFACTURED HOME PARK DEVELOPMENT STANDARDS	
Building size (square feet)	
Single family dwelling	700
Accessory structures	Total detached accessory building square footage shall be less than the square footage of the primary building
Number of buildings permitted on a lot	
One primary residential building per lot	
Height (maximum) ⁽¹⁾	
Accessory building	25'
Primary building	40'
Front yard	
Standard lot	5'
Through lot	5' (minimum yard at both ends of the lot)
Side yard	
Standard lot	5'
Rear yard	
Standard lot	5'
Manufactured home park perimeter setback	
50'	
Manufactured home park building separation	
5' (separation from any other primary building)	
Notes:	
(1) See A.C.C. 3-4-5-3 (Development Standards Waivers and Exceptions) for exceptions; A.C.C. 3-4-9 (Signs) for maximum sign heights ; and A.C.C. 3-4-4-15 (Residential Impact Mitigation) and A.C.C. 3-4-11 (Airport Overlay Districts) for additional restrictions	

ALLEN COUNTY ZONING ORDINANCE

3-2-12-3

Special Uses

- (a) The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- (1) **Animal service**, indoor;
 - ~~(1)~~(2) **Athletic field**;
 - ~~(2)~~(3) **Automatic teller machine (ATM)** (stand-alone);
 - ~~(3)~~(4) **Club, private**;
 - ~~(4)~~(5) **Commercial communication tower** (see A.C.C. 3-5-3-4(c)(1) for additional standards);
 - ~~(5)~~(6) **Community garden** that includes a **structure**;
 - ~~(6)~~(7) **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
 - ~~(7)~~(8) **Group residential facility (large)** (if **adjacent** to a **residential district**);
 - ~~(8)~~(9) **Home business** (in an existing **single family detached dwelling** only; see A.C.C. 3-5-3-4(c)(2) for additional standards);
 - ~~(9)~~(10) **Homeless shelter** (if **adjacent** to a **residential district**, or accessory to a **religious institution**);
 - ~~(10)~~ **Manufactured home, Type II** (see A.C.C. 3-5-3-4(c)(6) for additional standards);
 - (11) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
 - (12) **Parking area** (as a **primary use**, a **special use** shall not be required for a universally permitted **off-site parking area**);
 - ~~(13)~~ **Recreation use, outdoor** (~~**athletic field, riding stable, swim club, tennis club**~~);
 - (13) **Recreation, outdoor**;
 - (14) **Religious institution** or non-public **school** illuminated **athletic field(s)**;
 - (15) **Residential facility for a court-ordered re-entry program**;
 - (16) **Residential facility for homeless individuals** (for up to eight (8) individuals, if **adjacent** to a **residential district**);
 - (17) Retail: **art gallery, bakery goods, coffee shop**, candy store, delicatessen, florist, ice cream store, jewelry sales, medical supply sales, musical instrument store, sandwich **shop**, tea room (this **special use** shall only be permitted to allow for the conversion of an existing **building**; allowed up to 2,500 square feet; **drive-through facilities** shall not be permitted as part of this **special use**);
 - (18) **Sign** (temporary **subdivision** direction);
 - (19) **Solar panel (ground mounted)**;
 - ~~(19)~~(20) **Swim club**;
 - (21) **Tattoo establishment**;
 - ~~(20)~~(22) **Tennis club**;
 - ~~(24)~~(23) **Utility facility, private** (not otherwise permitted or exempt);
 - ~~(22)~~(24) **Wind energy conversion system, standard** (or more than one (1) micro system); and

ALLEN COUNTY ZONING ORDINANCE

~~(23)~~(25) **Wind energy conversion system, micro** (on land **adjacent** to a **residential district**).

(b) Reserved

ALLEN COUNTY ZONING ORDINANCE

Chapter 13 C2 Limited Commercial

3-2-13-1 Purpose

The Limited Commercial **district** is intended to provide areas for moderate intensity business, community, office, **personal service**, and limited retail **uses**, along with certain residential facilities. Neighborhood-oriented **uses** are encouraged.

3-2-13-2 Permitted Uses

The following **uses** are permitted as a matter of right in a C2 **district**. Unless otherwise noted or defined, all **primary uses** shall be conducted indoors. In C2 **districts**, **outdoor display** shall be permitted within ten (10) feet of the **primary structure** on the front or **street side(s)**; or beneath a **gas station canopy**. **Outdoor storage** shall: be located behind the **primary structure**, or on the internal side of a **corner lot**; meet **primary building setback** standards; and be located on a paved or permitted gravel surface.

C2 LIMITED COMMERCIAL SPECIFIC PERMITTED USES	
Accessory building/structure/use	Automobile accessory store (indoor)
Accountant	Automobile rental (indoor)
Adoption service	Automobile sales (indoor)
Adult care center	Bait sales
Advertising	Bakery goods
Air conditioning sales	Bank
Alteration service	Bankruptcy service
Animal grooming (indoor)	Banquet hall
Animal hospital (indoor)	Bar
Animal kennel (indoor)	Barber shop
Animal obedience school (indoor)	Barber/beauty school
Answering service	Beauty shop
Antique shop	Bed and breakfast
Apparel and accessory store	Bicycle sales and repair shop
Appliance store	Billiard or pool hall
Appraiser	Bingo establishment
Arcade	Blood bank
Architect	Blood or plasma donor facility
Art gallery	Boarding house
Art instruction	Book store
Art studio	Bookkeeping service
Art supply store	Bowling alley
Assisted living facility	Brewery (micro)
Attorney	Broadcast studio
Auction service	Broker
Audiologist	Business training
Audio-visual studio	Campus housing (off-site)
Automatic teller machine	Candy store

ALLEN COUNTY ZONING ORDINANCE

C2 LIMITED COMMERCIAL SPECIFIC PERMITTED USES	
Jewelry sales	Podiatrist
Laboratory	Pottery sales
Land surveyor	Public transportation facility
Laundromat	Radio station
Leather goods store	Real estate
Legal service	Reception hall
Live-work unit	Recording studio
Loan office	Recreation, indoor-facility ⁽¹⁾
Luggage store	Rental store
Marketing agency	Residential dwelling unit ⁽⁴⁾
Martial arts training	Residential facility for homeless individuals (up to 8) ⁽¹⁾
Massage therapy	Restaurant, including drive-through
Meat/fish market	Retirement facility
Medical supply sales	Sandwich shop
Medical training	Savings and loan
Model unit	Sculpture studio
Mortgage service	Security service
Motel	Shoe repair shop
Movie rental	Shoe store
Movie sales	Sign sales store
Multiple family complex ⁽²⁾	Skating rink
Multiple family dwelling ⁽²⁾	Sleep disorder facility
Museum	Social service agency
Music instruction	Sorority house
Music store	Sporting goods sales
Music studio	Stained glass studio
Musical instrument store	Stationery store
Nail salon	Stock and bond broker
Neighborhood facility	Surgery center
Nursing home	Swim club
Nutrition service	Swimming pool sales
Office, professional	Tailor
Ophthalmologist	Tanning salon
Optician	Tattoo establishment
Optometrist	Tavern
Package liquor store	Tax consulting
Paint store	Taxi service
Painting studio	Tea room
Parking area ⁽¹⁾	Telephone sales
Parking area (off-site) ⁽³⁾	Telephone service
Parking structure	Television station
Pet store	Tennis club
Pharmacy	Theater
Photography studio	Tire sales
Photography supply store	Title company
Photography training	Tobacco store
Physical therapy facility	Townhouse complex ⁽²⁾
Picture framing facility	Toy store
Pilates instruction	Travel agency
Planetarium	Treatment center
Planner	Tutoring service

ALLEN COUNTY ZONING ORDINANCE

3-2-13-3

Special Uses

- (a) The following uses may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- (1) **Automobile maintenance (quick service);**
 - (2) **Commercial communication tower** (see A.C.C. 3-5-3-4(c)(1) for additional standards);
 - (3) **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
 - (4) **Gas station;**
 - (5) **Greenhouse** (retail);
 - (6) **Group residential facility (large)** (if adjacent to a residential district);
 - (7) **Home business** (in an existing **single family detached dwelling** only; see A.C.C. 3-5-3-4(c)(2) for additional standards);
 - (8) **Homeless shelter** (if adjacent to a residential district, or accessory to a **religious institution**);
 - ~~(9) **Manufactured home, Type II** (see A.C.C. 3-5-3-4(c)(6) for additional standards);~~
 - ~~(10)(9) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);~~
 - ~~(11)(10) **Outdoor use** (in conjunction with a permitted **primary use**);~~
 - ~~(12)(11) **Parking area** (as a **primary use**, if adjacent to a residential district); a **special use** shall not be required for a universally permitted **off-site parking area**;~~
 - ~~(13) **Plant nursery;**~~
 - ~~(14) **Recreation, indoor (if adjacent to a residential district);**~~
 - ~~(15)(14) **Recreation, outdoor;**~~
 - ~~(16) **Recreation area, including accessory recreation areas;**~~
 - ~~(17) **Recreation facility (if adjacent to a residential district);**~~
 - ~~(18)(15) **Religious institution** or non-public **school** illuminated **athletic field(s)**;~~
 - ~~(19)(16) **Residential facility for a court-ordered re-entry program;**~~
 - ~~(20)(17) **Residential facility for homeless individuals** (for up to eight (8) individuals, if adjacent to a residential district);~~
 - ~~(21)(18) **Shooting range** (indoor);~~
 - ~~(22)(19) **Sign** (temporary **subdivision** direction);~~
 - ~~(23)(20) **Solar panel (ground mounted);**~~
 - ~~(24)(21) **Utility facility, private** (not otherwise permitted or exempt);~~
 - ~~(25)(22) **Wind energy conversion system, standard** (or more than one (1) micro system); and~~

ALLEN COUNTY ZONING ORDINANCE

~~(24)~~(23) **Wind energy conversion system, micro** (on land **adjacent** to a **residential district**).

(b) Reserved

ALLEN COUNTY ZONING ORDINANCE

Chapter 14 NC Neighborhood Center

3-2-14-1 Purpose

The **Neighborhood Center district** is intended to provide areas for the day-to-day shopping needs of the surrounding residential neighborhoods. **Uses** typically found within this type of center include moderate intensity business, community, office, **personal service**, and limited retail **uses**, along with certain residential facilities.

3-2-14-2 Permitted Uses

In NC **districts**, **outdoor display** shall be permitted within ten (10) feet of the **primary structure** on the front or **street side(s)**; or beneath a **gas station canopy**. **Outdoor storage** shall: be located behind the **primary structure**, or on the **internal side** of a **corner lot**; meet **primary building setback** standards; and be located on a paved or permitted gravel surface. The following **uses** are permitted as a matter of right in an NC **district**; the permitted **uses** shall include, but not be limited to the following **uses**. Unless otherwise noted or defined, all **primary uses** shall be conducted indoors.

NC NEIGHBORHOOD CENTER SPECIFIC PERMITTED USES	
Accessory building/structure/use	Auction service
Accountant	Audiologist
Adoption service	Audio-visual studio
Adult care center	Automatic teller machine
Advertising	Automobile accessory store (indoor)
Air conditioning sales	Automobile rental (indoor)
Alteration service	Automobile sales (indoor)
Animal grooming (indoor)	Bait sales
Animal hospital (indoor)	Bakery goods
Animal kennel (indoor)	Bank
Animal obedience school (indoor)	Bankruptcy service
Answering service	Banquet hall
Antique shop	Bar
Apparel and accessory store	Barber shop
Appliance store	Barber/beauty school
Appraiser	Beauty shop
Arcade	Bed and breakfast
Architect	Bicycle sales and repair shop
Art gallery	Billiard or pool hall
Art instruction	Bingo establishment
Art studio	Blood bank
Art supply store	Blood or plasma donor facility
Assisted living facility	Boarding house
Attorney	Book store

ALLEN COUNTY ZONING ORDINANCE

NC NEIGHBORHOOD CENTER SPECIFIC PERMITTED USES	
Hotel	Photography studio
Household appliance store	Photography supply store
Ice cream store	Photography training
Insurance agency	Physical therapy facility
Interior decorating store	Picture framing facility
Interior design service	Pilates instruction
Internet service	Planetarium
Investment service	Planner
Jewelry sales	Podiatrist
Laboratory	Pottery sales
Land surveyor	Public transportation facility
Laundromat	Radio station
Leather goods store	Real estate
Legal service	Reception hall
Live-work unit	Recording studio
Loan office	Recreation, indoor facility ⁽¹⁾
Luggage store	Rental store
Marketing agency	Residential dwelling unit ⁽⁴⁾
Martial arts training	Residential facility for homeless individuals (up to 8) ⁽¹⁾
Massage therapy	Restaurant, including drive-through
Meat/fish market	Retirement facility
Medical supply sales	Sandwich shop
Medical training	Savings and loan
Model unit	Sculpture studio
Mortgage service	Security service
Motel	Shoe repair shop
Movie rental	Shoe store
Movie sales	Sign sales store
Multiple family complex ⁽²⁾	Skating rink
Multiple family dwelling ⁽²⁾	Sleep disorder facility
Museum	Social service agency
Music instruction	Sorority house
Music store	Sporting goods sales
Music studio	Stained glass studio
Musical instrument store	Stationery store
Nail salon	Stock and bond broker
Neighborhood facility	Surgery center
Nursing home	Swim club
Nutrition service	Swimming pool sales
Office, professional	Tailor
Ophthalmologist	Tanning salon
Optician	Tattoo establishment
Optometrist	Tavern
Package liquor store	Tax consulting
Paint store	Taxi service
Painting studio	Tea room
Parking area ⁽¹⁾	Telephone sales
Parking area (off-site) ⁽³⁾	Telephone service
Parking structure	Television station
Pet store	Tennis club
Pharmacy	Theater

ALLEN COUNTY ZONING ORDINANCE

3-2-14-3

Special Uses

- (a) The following uses may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- (1) **Automobile maintenance (quick service);**
 - (2) **Commercial communication tower** (see A.C.C. 3-5-3-4(c)(1) for additional standards);
 - (3) **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
 - (4) **Gas station;**
 - (5) **Greenhouse** (retail);
 - (6) **Group residential facility (large)** (if adjacent to a residential district);
 - (7) **Home business** (in an existing **single family detached dwelling** only; see A.C.C. 3-5-3-4-(c)(2) for additional standards);
 - (8) **Homeless shelter** (if adjacent to a residential district, or accessory to a **religious institution**);
 - ~~(9) **Manufactured home, Type II** (see A.C.C. 3-5-3-4(c)(6) for additional standards);~~
 - ~~(10)~~**(9) Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
 - ~~(11)~~**(10) Outdoor use** (in conjunction with a permitted **primary use**);
 - ~~(12)~~**(11) Parking area** (as a primary use, if adjacent to a residential district); a **special use** shall not be required for a universally permitted **off-site parking area**;
 - ~~(12)~~ **Plant nursery;**
 - ~~(13)~~ **Recreation, indoor (if adjacent to a residential district);**
 - ~~(13)~~~~(14)~~ **Recreation, outdoor;**
 - ~~(14)~~ **Recreation area, including accessory recreation areas;**
 - ~~(15)~~ **Recreation facility (if adjacent to a residential district);**
 - ~~(16)~~~~(15)~~ **Religious institution** or non-public school illuminated **athletic field(s)**;
 - ~~(17)~~~~(16)~~ **Residential facility for a court-ordered re-entry program;**
 - ~~(18)~~~~(17)~~ **Residential facility for homeless individuals** (for up to eight (8) individuals, if adjacent to a residential district);
 - ~~(19)~~~~(18)~~ **Sign** (temporary **subdivision** direction);
 - ~~(20)~~~~(19)~~ **Solar panel (ground mounted);**
 - ~~(21)~~~~(20)~~ **Utility facility, private** (not otherwise permitted or exempt);
 - ~~(22)~~~~(21)~~ **Wind energy conversion system, standard** (or more than one (1) micro system); and
 - ~~(23)~~~~(22)~~ **Wind energy conversion system, micro** (on land adjacent to a residential district).

ALLEN COUNTY ZONING ORDINANCE

SC SHOPPING CENTER SPECIFIC PERMITTED USES	
Bed and breakfast	Dance instruction
Bicycle sales and repair shop	Data processing facility
Billiard or pool hall	Data storage facility
Bingo establishment	Day care
Blood bank	Day spa
Blood or plasma donor facility	Delicatessen
Boarding house	Dentist
Book store	Department store
Bookkeeping service	Diagnostic center
Bowling alley	Dialysis center
Brewery (micro)	Diaper service facility
Broadcast studio	Dinner theater
Broker	Distillery (micro)
Business training	Doctor
Campus housing (off-site)	Dormitory
Candy store	Driving instruction
Catalog showroom	Drug store
Caterer	Dry cleaning store
Child care center	Educational institution
Child care home (class I or II)	Embroidery
Chiropractor	Employment agency
Clinic	Engineer
Clock sales	Entertainment facility (including outdoor)
Clothing alterations	Fabric shop
Clothing rental	Farmers market (including outdoor sales)
Clothing store	Finance agency
Club, private	Financial planning service
Coffee shop	Fireworks sales (indoor)
Coin shop	Fitness center
Collection agency	Flea market (indoor)
Community garden (including outdoor)	Floor covering store
Computer sales and service	Florist
Computer software store	Foundation office
Computer training	Fraternity house
Consignment shop	Fruit/vegetable store (indoor)
Consulting service	Funeral home
Consumer electronics sales	Furniture store
Consumer electronics service	Furrier
Convenience store	Game rental
Copy service	Game sales
Correctional services facility	Gas station ⁽¹⁾
Cosmetic store	Gift shop
Costume rental	Glass cutting/glazing shop
Counseling service	Graphic design service
Craft instruction	Grocery store or supermarket
Craft studio	Group residential facility (large) ⁽²⁾
Craft supply store	Group residential facility (small)
Credit service	Gymnastics instruction
Credit union	Hardware store
Customer service facility	Haunted house

ALLEN COUNTY ZONING ORDINANCE

SC SHOPPING CENTER SPECIFIC PERMITTED USES	
Health club	Optician
Heating sales	Optometrist
Hobby shop	Package liquor store
Home improvement business	Paint store
Home repair	Painting studio
Homeless shelter ⁽²⁾	Parking area ⁽²⁾
Hospice care center	Parking area (off-site) ⁽⁴⁾
Hospital	Parking structure
Hot tub sales	Pet store
Hotel	Pharmacy
Household appliance store	Photography studio
Ice cream store	Photography supply store
Insurance agency	Photography training
Interior decorating store	Physical therapy facility
Interior design service	Picture framing facility
Internet service	Pilates instruction
Investment service	Planetarium
Jewelry sales	Planner
Laboratory	Podiatrist
Land surveyor	Pottery sales
Landscape contracting service	Propane sales
Laundromat	Public transportation facility
Leather goods store	Radio station
Legal service	Real estate
Live-work unit	Reception hall
Loan office	Recording studio
Luggage store	Recreation, indoor facility ⁽²⁾
Marketing agency	Rental store
Martial arts training	Residential dwelling unit ⁽⁵⁾
Massage therapy	Residential facility for homeless individuals (up to 8) ⁽²⁾
Meat/fish market	Restaurant, including drive-through
Medical supply sales	Retirement facility
Medical training	Sandwich shop
Model unit	Savings and loan
Mortgage service	Sculpture studio
Motel	Seasonal sales
Movie rental	Security service
Movie sales	Shoe repair shop
Multiple family complex ⁽³⁾	Shoe store
Multiple family dwelling ⁽³⁾	Sign sales store
Museum	Skating rink
Music instruction	Sleep disorder facility
Music store	Social service agency
Music studio	Sorority house
Musical instrument store	Sporting goods sales
Nail salon	Stained glass studio
Neighborhood facility	Stationery store
Nursing home	Stock and bond broker
Nutrition service	Surgery center
Office, professional	Swim club
Ophthalmologist	Swimming pool sales

ALLEN COUNTY ZONING ORDINANCE

SC SHOPPING CENTER SPECIFIC PERMITTED USES	
Tailor	Toy store
Tanning salon	Travel agency
Tattoo establishment	Treatment center
Tavern	Tutoring service
Tax consulting	Universally permitted use ⁽⁴⁾
Taxi service	Variety store
Tea room	Veterinary clinic
Telephone sales	Warehouse/storage facility
Telephone service	Watch sales
Television station	Website service
Tennis club	Wedding consultant
Theater	Weight loss service
Tire sales	Wind energy conversion system (micro) ⁽²⁾
Title company	Window sales
Tobacco store	Yoga instruction
Townhouse complex ⁽³⁾	Zoo
Notes:	
(1) No A gas station canopy shall meet primary building setbacks be located between the primary building and a residential district (2) If not adjacent to a residential district (3) See multiple family building and complex perimeter setback and building separation requirements in R3 district (A.C.C. 3-2-8-5(a)) (4) See universally permitted use definition for additional standards (5) Above, to the rear of, or attached to a permitted nonresidential use	

ALLEN COUNTY ZONING ORDINANCE

3-2-15-3

Special Uses

- (a) The following uses may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- (1) **Automobile maintenance (quick service)**;
 - (2) **Commercial communication tower** (see A.C.C. 3-5-3-4(c)(1) for additional standards);
 - (3) **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
 - (4) **Greenhouse** (retail);
 - (5) **Group residential facility (large)** (if adjacent to a residential district);
 - (6) **Home business** (in an existing **single family detached dwelling** only; see A.C.C. 3-5-3-4(c)(2) for additional standards);
 - (7) **Homeless shelter** (if adjacent to a residential district, or accessory to a **religious institution**);
 - ~~(8) **Manufactured home, Type II** (see A.C.C. 3-5-3-4(c)(6) for additional standards);~~
 - ~~(9)(8) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing use);~~
 - ~~(10)(9) **Parking area** (as a **primary use**, if adjacent to a residential district); a **special use** shall not be required for a universally permitted **off-site parking area**;~~
 - ~~(11)(10) **Plant nursery**;~~
 - ~~(12) **Recreation area, including accessory recreation areas**;~~
 - ~~(13) **Recreation facility (if adjacent to a residential district)**;~~
 - (11) **Recreation, indoor (if adjacent to a residential district)**;
 - (12) **Recreation, outdoor**;
 - ~~(14)(13) **Religious institution** or non-public **school illuminated athletic field(s)**;~~
 - ~~(15)(14) **Residential facility for a court-ordered re-entry program**;~~
 - ~~(16)(15) **Residential facility for homeless individuals** (for up to eight (8) individuals, if adjacent to a residential district);~~
 - ~~(17)(16) **Shooting range** (indoor);~~
 - ~~(18)(17) **Sign** (temporary **subdivision** direction);~~
 - ~~(19)(18) **Solar panel (ground mounted)**;~~
 - ~~(20)(19) **Utility facility, private** (not otherwise permitted or exempt);~~
 - ~~(21)(20) **Wind energy conversion system, standard** (or more than one (1) micro system); and~~
 - ~~(22)(21) **Wind energy conversion system, micro** (on land adjacent to a residential district).~~
- (b) Reserved

ALLEN COUNTY ZONING ORDINANCE

Chapter 16 C3 General Commercial

3-2-16-1 Purpose

The General Commercial **district** is intended to provide areas for a variety of commercial **uses** including certain **high intensity uses** not permitted in C1 and C2 **districts**. **Uses** typically found within this **district** include moderate intensity general business, community, office, **personal service**, and retail **uses**, along with certain residential facilities. Commercial **uses** in this **district** often serve the general public and therefore are usually located along **arterial** or **collector** roadways.

3-2-16-2 Permitted Uses

The following **uses** are permitted as a matter of right in a C3 **district**; unless otherwise noted, **primary uses** shall be permitted to have outdoor components. In C3 **districts**, except for **automobile**, boat, and similar vehicle sales **uses**, **outdoor display** shall meet the **building setback** standards; display area shall be limited to a maximum of 10% of the **primary structure** or tenant space; **outdoor storage** shall: be located behind the **primary structure**, or on the **internal side** of a **corner lot**; meet **primary building setback** standards; and be located on a paved or permitted gravel surface.

C3 GENERAL COMMERCIAL SPECIFIC PERMITTED USES	
Accessory building/structure/use	Attorney
Accountant	Auction hall
Adoption service	Auction service
Adult care center	Audiologist
Advertising	Audio-visual studio
Agricultural equipment sales	Automatic teller machine
Agricultural equipment service	Automobile accessory store
Agricultural supply sales	Automobile auction
Air conditioning sales	Automobile body shop
Air conditioning service	Automobile detailing or trim shop
Alteration service	Automobile maintenance (quick service)
Amusement park ⁽¹⁾	Automobile rental
Animal grooming	Automobile repair
Animal hospital	Automobile restoration
Animal kennel	Automobile rustproofing
Animal obedience school	Automobile sales
Answering service	Automobile washing facility
Antique shop	Bait sales
Apparel and accessory store	Bakery goods
Appliance store	Bank
Appraiser	Bankruptcy service
Arcade	Banquet hall
Architect	Bar
Arena	Barber shop
Art gallery	Barber/beauty school
Art instruction	Batting cages
Art studio	Beauty shop
Art supply store	Bed and breakfast
Assisted living facility	Betting or other gambling facility
Athletic field	Bicycle sales and repair shop

ALLEN COUNTY ZONING ORDINANCE

C3 GENERAL COMMERCIAL SPECIFIC PERMITTED USES	
Gift shop	Mortgage service
Glass cutting/glazing shop	Motel
Go-kart facility ⁽¹⁾	Motor vehicle auction
Golf course, miniature	Motor vehicle rental
Golf driving range	Motor vehicle repair
Graphic design service	Motor vehicle sales
Greenhouse (retail)	Movie rental
Grocery store or supermarket	Movie sales
Group residential facility (large) ⁽¹⁾	Multiple family complex ⁽³⁾
Group residential facility (small)	Multiple family dwelling ⁽³⁾
Gun sales	Museum
Gun Repair	
Gymnastics instruction	Music instruction
Hardware store	Music store
Haunted house	Music studio
Health club	Musical instrument store
Heating sales	Nail salon
Heating service	Neighborhood facility
Hobby shop	Nursing home
Home improvement business	Nutrition service
Home improvement store	Office, professional
Home repair	Ophthalmologist
Homeless shelter ⁽¹⁾	Optician
Hospice care center	Optometrist
Hospital	Package liquor store
Hot tub sales	Paint store
Hotel	Painting studio
Household appliance store	Parking area ⁽¹⁾
Ice cream store	Parking area (off-site) ⁽⁴⁾
Insurance agency	Parking structure
Interior decorating store	Pawn shop
Interior design service	Pest control
Internet service	Pet store
Investment service	Pharmacy
Jewelry sales	Photography studio
Laboratory	Photography supply store
Land surveyor	Photography training
Landscape contracting service	Physical therapy facility
Laundromat	Picture framing facility
Leather goods store	Pilates instruction
Legal service	Planetarium
Live-work unit	Planner
Loan office	Plant nursery
Luggage store	Plumbing sales
Manufactured home sales	Plumbing service
Marketing agency	Podiatrist
Martial arts training	Pottery sales
Massage therapy	Propane sales
Meat/fish market	Public transportation facility
Medical supply sales	Radio station
Medical training	Real estate
Model unit	Reception hall

ALLEN COUNTY ZONING ORDINANCE

C3 GENERAL COMMERCIAL SPECIFIC PERMITTED USES	
Recording studio	Taxi service
Recreation area ⁽⁴⁾ Recreation, outdoor ⁽¹⁾	Taxidermist
Recreation facility Recreation, indoor	Tea room
Recreation uses	Telephone sales
Rental store	Telephone service
Residential dwelling unit ⁽⁵⁾	Television station
Residential facility for homeless individuals (up to 8) ⁽¹⁾	Tennis club
Restaurant, including drive-through	Theater
Retirement facility	Tire sales
Riding stable, nonresidential	Title company
Sandwich shop	Tobacco store
Savings and loan	Towing service (with no storage yard)
Sculpture studio	Townhouse complex ⁽³⁾
Seasonal sales	Toy store
Security service	Trade show facility
Shoe repair shop	Travel agency
Shoe store	Treatment center
Shooting range (indoor)	Truck fueling station
Sign sales store	Truck stop
Skating rink	Tutoring service
Sleep disorder facility	Universally permitted use ⁽⁴⁾
Social service agency	Variety store
Sorority house	Veterinary clinic
Sporting goods sales	Warehouse/storage facility
Stadium/racetrack ⁽¹⁾	Watch sales
Stained glass studio	Water park ⁽¹⁾
Stationery store	Watercraft sales
Stock and bond broker	Website service
Storage shed sales	Wedding consultant
Surgery center	Weight loss service
Swim club	Wholesale facility
Swimming pool sales	Wind energy conversion system (micro) ⁽¹⁾
Tailor	Window repair
Tanning salon	Window sales
Tattoo establishment	Yoga instruction
Tavern	Zipline
Tax consulting	Zoo
Notes:	
(1) If not adjacent to a residential district	
(2) No A gas station canopy shall meet primary building setbacks be located between the primary building and a residential district	
(3) See multiple family building and complex perimeter setback and building separation requirements in R3 district (A.C.C. 3-2-8-5(a))	
(4) See universally permitted use definition for additional standards	
(5) Above, to the rear of, or attached to a permitted nonresidential use	

ALLEN COUNTY ZONING ORDINANCE

3-2-16-3

Special Uses

- (a) The following uses may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- ~~(1)~~ (1) **Amusement park (if adjacent to a residential district);**
 - ~~(+)(2)~~ **Commercial communication tower** (see A.C.C. 3-5-3-4(c)(1) for additional standards);
 - ~~(3)~~ **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
 - ~~(2)(4)~~ (2)(4) **Go-kart facility (if adjacent to a residential district);**
 - ~~(3)(5)~~ (3)(5) **Group residential facility (large)** (if adjacent to a residential district);
 - ~~(4)(6)~~ (4)(6) **Home business** (in an existing **single family detached dwelling** only; see A.C.C. 3-5-3-4(c)(2) for additional standards);
 - ~~(5)(7)~~ (5)(7) **Homeless shelter** (if **adjacent to a residential district**, or accessory to a **religious institution**);
 - ~~(6)~~ **Manufactured home, Type II** (see A.C.C. 3-5-3-4(e)(6) for additional standards);
 - ~~(7)(8)~~ (7)(8) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
 - ~~(9)~~ (9) **Parking area** (as a **primary use**, if **adjacent to a residential district**) a special use shall not be required for a universally permitted off-site parking area;
 - ~~(8)(10)~~ (8)(10) **Recreation, outdoor (if adjacent to a residential district);**
 - ~~(9)~~ **Recreation use, outdoor** (amusement park, go-cart facility, **stadium/race track**, and water park, only; if **adjacent to a residential district**);
 - ~~(+)(11)~~ (+)(11) **Residential facility for a court-ordered re-entry program;**
 - ~~(+)(12)~~ (+)(12) **Residential facility for homeless individuals** (for up to eight (8) individuals, if **adjacent to a residential district**);
 - ~~(+)(13)~~ (+)(13) **Sign** (temporary **subdivision** direction);
 - ~~(14)~~ (14) **Solar panel (ground mounted);**
 - ~~(+)(13)~~ (+)(13) **Stadium/racetrack (if adjacent to a residential district);**
 - ~~(+)(14)~~ (+)(14) **Tree service;**
 - ~~(17)~~ (17) **Utility facility, private** (not otherwise permitted or exempt);
 - ~~(+)(15)~~ (+)(15) **Water park (if adjacent to a residential district);**
 - ~~(+)(16)~~ (+)(16) **Wind energy conversion system, standard** (or more than one (1) micro system); and
 - ~~(+)(17)~~ (+)(17) **Wind energy conversion system, micro** (on land **adjacent to a residential district**).
- (b) Reserved

ALLEN COUNTY ZONING ORDINANCE

C4 INTENSIVE COMMERCIAL SPECIFIC PERMITTED USES	
Garden equipment supply	Medical training
Gas station ⁽²⁾	Model unit
Gift shop	Mortgage service
Glass cutting/glazing shop	Motel
Go-kart facility ⁽¹⁾	Motor vehicle auction
Golf course, miniature	Motor vehicle rental
Golf driving range	Motor vehicle repair
Graphic design service	Motor vehicle sales
Greenhouse (retail)	Movie rental
Grocery store or supermarket	Movie sales
Group residential facility (large) ⁽¹⁾	Multiple family complex ⁽³⁾
Group residential facility (small)	Multiple family dwelling ⁽³⁾
Gun sales	Museum
Gun Repair	
Gymnastics instruction	Music instruction
Hardware store	Music store
Haunted house	Music studio
Health club	Musical instrument store
Heating sales	Nail salon
Heating service	Neighborhood facility
Hobby shop	Nursing home
Home improvement business	Nutrition service
Home improvement store	Office, professional
Home repair	Ophthalmologist
Homeless shelter ⁽¹⁾	Optician
Hospice care center	Optometrist
Hospital	Package liquor store
Hot tub sales	Paint store
Hotel	Painting studio
Household appliance store	Parking area ⁽¹⁾
Ice cream store	Parking area (off-site) ⁽⁴⁾
Insurance agency	Parking structure
Interior decorating store	Pawn shop
Interior design service	Pest control
Internet service	Pet store
Investment service	Pharmacy
Jewelry sales	Photography studio
Laboratory	Photography supply store
Land surveyor	Photography training
Landscape contracting service	Physical therapy facility
Laundromat	Picture framing facility
Leather goods store	Pilates instruction
Legal service	Planetarium
Live-work unit	Planner
Loan office	Plant nursery
Luggage store	Plumbing sales
Manufactured home sales	Plumbing service
Marketing agency	Podiatrist
Martial arts training	Pottery sales
Massage therapy	Propane sales
Meat/fish market	Public transportation facility
Medical supply sales	Radio station

ALLEN COUNTY ZONING ORDINANCE

C4 INTENSIVE COMMERCIAL SPECIFIC PERMITTED USES	
Real estate	Tax consulting
Reception hall	Taxi service
Recording studio	Taxidermist
Recreation area ⁽⁴⁾ Recreation, outdoor ⁽¹⁾	Tea room
Recreation facility Recreation, indoor	Telephone sales
Recreation uses	Telephone service
Rental store	Television station
Residential dwelling unit ⁽⁵⁾	Tennis club
Residential facility for homeless individuals (up to 8) ⁽¹⁾	Theater
Restaurant, including drive-through	Tire sales
Retirement facility	Title company
Riding stable, nonresidential	Tobacco store
Sandwich shop	Towing service (with no storage yard)
Savings and loan	Townhouse complex ⁽³⁾
Sculpture studio	Toy store
Seasonal sales	Trade show facility
Security service	Travel agency
Shoe repair shop	Treatment center
Shoe store	Truck fueling station
Shooting range (indoor)	Truck stop
Sign sales store	Tutoring service
Skating rink	Universally permitted use ⁽⁴⁾
Sleep disorder facility	Variety store
Social service agency	Veterinary clinic
Sorority house	Warehouse/storage facility
Sporting goods sales	Watch sales
Stadium/racetrack ⁽¹⁾	Water park ⁽¹⁾
Stained glass studio	Watercraft sales
Stationery store	Website service
Stock and bond broker	Wedding consultant
Storage shed sales	Weight loss service
Surgery center	Wholesale facility
Swim club	Wind energy conversion system (micro) ⁽¹⁾
Swimming pool sales	Window repair
Tailor	Window sales
Tanning salon	Yoga instruction
Tattoo establishment	Zipline
Tavern	Zoo
Notes:	
(1) If not adjacent to a residential district	
(2) No-A gas station canopy shall <u>meet primary building setbacks</u> be located between the primary building and a residential district	
(3) See multiple family building and complex perimeter setback and building separation requirements in R3 district (A.C.C. 3-2-8-5(a))	
(4) See universally permitted use definition for additional standards	
(5) Above, to the rear of, or attached to a permitted nonresidential use	

ALLEN COUNTY ZONING ORDINANCE

3-2-17-3

Special Uses

- (a) The following uses may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:
- ~~(1)~~ **Amusement park (if adjacent to a residential district);**
 - ~~(4)~~~~(2)~~ **Commercial communication tower** (see A.C.C. 3-5-3-4(c)(1) for additional standards);
 - ~~(3)~~ **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
 - ~~(2)~~~~(4)~~ **Go-kart facility (if adjacent to a residential district);**
 - ~~(3)~~~~(5)~~ **Group residential facility (large)** (if adjacent to a residential district);
 - ~~(4)~~~~(6)~~ **Home business** (in an existing **single family detached dwelling** only; see A.C.C. 3-5-3-4(c)(2) for additional standards);
 - ~~(5)~~~~(7)~~ **Homeless shelter** (if **adjacent** to a **residential district**, or accessory to a **religious institution**);
 - ~~(6)~~ **Manufactured home, Type II** (see A.C.C. 3-5-3-4(e)(6) for additional standards);
 - ~~(7)~~~~(8)~~ **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
 - ~~(9)~~ **Parking area** (as a **primary use**, if **adjacent** to a **residential district**; a special use shall not be required for a universally permitted off-site parking area);
 - ~~(8)~~~~(10)~~ **Recreation, indoor (if adjacent to a residential district);**
 - ~~(9)~~ **Recreation use, outdoor** (amusement park, go-cart facility, **stadium/race track**, and **water park**, only; if **adjacent** to a **residential district**);
 - ~~(10)~~~~(11)~~ **Residential facility for a court-ordered re-entry program;**
 - ~~(11)~~~~(12)~~ **Residential facility for homeless individuals** (for up to eight (8) individuals, if **adjacent** to a **residential district**);
 - ~~(12)~~~~(13)~~ **Shooting range** (outdoor);
 - ~~(13)~~~~(14)~~ **Sign** (temporary **subdivision** direction);
 - ~~(15)~~ **Solar panel (ground mounted);**
 - ~~(14)~~~~(16)~~ **Stadium/race track (if adjacent to a residential district);**
 - ~~(15)~~~~(17)~~ **Tree service;**
 - ~~(18)~~ **Utility facility, private** (not otherwise permitted or exempt);
 - ~~(16)~~~~(19)~~ **Water park (if adjacent to a residential district);**
 - ~~(17)~~~~(20)~~ **Wind energy conversion system, standard** (or more than one (1) micro system); and
 - ~~(18)~~~~(21)~~ **Wind energy conversion system, micro** (on land **adjacent** to a **residential district**).
- (b) Reserved

ALLEN COUNTY ZONING ORDINANCE

11 LIMITED INDUSTRIAL SPECIFIC PERMITTED USES	
Marketing agency	Refurbishing facility (household items)
Martial arts training	Research and development facility
Massage therapy	Residential dwelling unit ⁽⁴⁾
Medical device technology	Residential facility for homeless individuals (up to 8) ⁽¹⁾
Medical training	Retirement facility
Model unit	Savings and loan
Mortgage service	Sculpture studio
Multiple family complex ⁽²⁾	Security service
Multiple family dwelling ⁽²⁾	Sleep disorder facility
Museum	Social service agency
Music instruction	Sorority house
Music studio	Stained glass studio
Nail salon	Stock and bond broker
Nursing home	Surgery center
Nutrition service	Tailor
Office, professional	Tanning salon
Ophthalmologist	Tax consulting
Optician	Television station
Optometrist	Title company
Painting studio	Tool and die facility
Parking area ⁽¹⁾	Townhouse complex ⁽²⁾
Parking area (off-site) ⁽³⁾	Travel agency
Pharmaceutical product compounding	Treatment center
Photography studio	Tutoring service
Photography training	Universally permitted use ⁽³⁾
Physical therapy facility	Utility facility (private)
Pilates instruction	Vehicle technology (advanced)
Planetarium	Warehouse/storage facility
Planner	Website service
Podiatrist	Wedding consultant
Printing facility	Weight loss service
Printing press	Welding service
Product research and development	Wholesale facility
Public transportation facility	Wind energy conversion system (micro) ⁽¹⁾
Radio station	Wind energy conversion system (standard) ⁽⁵⁾
Real estate	Woodworking
Recording studio	Yoga instruction
Recreation-area Recreation, outdoor	Zoo
Recreation-facility Recreation, indoor	
Notes:	
(1) If not adjacent to a residential district	
(2) See multiple family building and complex perimeter setback and building separation requirements in R3 district (A.C.C. 3-2-8-5(a))	
(3) See universally permitted use definition for additional standards	
(4) Above, to the rear of, or attached to a permitted nonresidential use	
(5) If on land of over two (2) acres not adjacent to a residential district	

ALLEN COUNTY ZONING ORDINANCE

Chapter 23 I2 General Industrial

3-2-23-1 Purpose

The General Industrial **district** is intended to provide areas for assembly, distribution, fabricating, **manufacturing**, and processing industries where the operation is enclosed within a **building** and conducted in such a manner that no adverse impacts are created or emitted outside of the **building(s)**.

3-2-23-2 Permitted Uses

The following **uses** are permitted as a matter of right in an I2 **district**. Except for **automobile**, boat, and similar vehicle sales **uses**, **outdoor display** shall meet the **building setback** standards; display area shall be limited to a maximum of 10% of the **primary structure** or tenant space; **outdoor storage** shall be allowed between the front **façade** of the **building** and the **rear lot line** and shall be screened from **adjacent residential zoning districts** and **public street rights-of-way**.

I2 GENERAL INDUSTRIAL SPECIFIC PERMITTED USES	
Accessory building/structure/use	Assembly facility for/manufacturing of:
Accountant	Adhesive/glue
Adoption service	Agricultural implements
Adult care center	Aircraft
	<u>Ammunition</u>
Advertising	Animal feed
Air conditioning sales	Appliances
Air freight service	Automobiles
Alteration service	Bicycles
Animal grooming (indoor)	Boats
Animal hospital (indoor)	Carbon steel pipe and tubing
Animal kennel (indoor)	Computers
Animal obedience school (indoor)	Concrete and concrete products
Animal slaughter house (indoor)	Electronics
Answering service	Insulation
Antique shop	Manufactured homes
Apparel and accessory store	Modular buildings
Apparel fabrication and processing	Motorcycles
Appliance store	Motors
Appraiser	Paper/paper products
Aquaculture	Recreational vehicles
Aquaponics	Spas
Arcade	Stainless steel
Architect	Steel
Art gallery	Tile
Art instruction	Tires
Art studio	Valves
Art supply store	Assembly of finished products

ALLEN COUNTY ZONING ORDINANCE

I2 GENERAL INDUSTRIAL SPECIFIC PERMITTED USES	
Ice cream store	Motel
Information technology	Movie rental
Insurance agency	Movie sales
Interior decorating store	Multiple family complex ⁽²⁾
Interior design service	Multiple family dwelling ⁽²⁾
Internet applications/products	Museum
Internet service	Music instruction
Investment service	Music store
Jewelry sales	Music studio
Junk yard (indoor)	Musical instrument store
Laboratory	Nail salon
Laboratory (testing)	Nursing home
Land surveyor	Nutrition service
Lathe/screw machine products	Office, professional
Laundromat	Ophthalmologist
Laundry facility (central)	Optician
Leather goods store	Optometrist
Legal service	Package liquor store
Limited assembly and fabrication of:	Packaging facility
Bio-medical/orthopedic products	Paint store
Communication and computation equipment	Painting studio
Computer hardware products	Parking area ⁽¹⁾
Computers and electronics	Parking area (off-site) ⁽³⁾
Industrial controls	Pet store
Medical devices	Pharmacy
Optical instruments	Photography studio
Orthopedic devices	Photography supply store
Scientific and precision instruments	Photography training
Service industry machines	Physical therapy facility
Specialty equipment	Picture framing facility
Live-work unit	Pilates instruction
Loan office	Planetarium
Luggage store	Planner
Machine design facility	Plastic extrusion
Machine tool shop	Plastic molding
Magnet wire facility	Podiatrist
Maintenance or repair facility	Pottery sales
Marketing agency	Printing facility
Martial arts training	Printing press
Massage therapy	Processing facility for:
Meat/fish market	Animal products (indoor)
Medical device technology	Animals (indoor: includes skins, hides, or reduction of animal matter)
Medical supply sales	Lumber
Medical training	Metal (anodizing, buffing, galvanizing, plating, polishing)
Metal cutting	Raw Materials
Metal extrusion	Timber
Metal fabricating	Product research and development
Metal molding	Propane facility
Model unit	Public transportation facility
Mortgage service	Radio station

ALLEN COUNTY ZONING ORDINANCE

I2 GENERAL INDUSTRIAL SPECIFIC PERMITTED USES	
Real estate	Tanning salon
Reception hall	Tavern
Recording studio	Tax consulting
Recycling processing facility	Tea room
Refractory	Telephone sales
Refurbishing facility	Telephone service
Rental store	Television station
Research and development facility	Tennis club
Residential dwelling unit ⁽⁴⁾	Theater
Residential facility for homeless individuals (up to 8) ⁽¹⁾	Title company
Restaurant, including drive-through	Tobacco store
Retirement facility	Tool and die facility
Sales yard for:	Townhouse complex ⁽²⁾
Building materials	Toy store
Lumber	Travel agency
Sand, gravel, stone	Treatment center
Salvage yard (indoor)	Tree service
Sandwich shop	Truck depot/terminal
Savings and loan	Truck stop
Sculpture studio	Tutoring service
Security service	Universally permitted use ⁽³⁾
Sexually oriented business ⁽⁵⁾	Utility facility (private)
Sheet metal fabrication	Variety store
Sheet metal processing	Vehicle technology (advanced)
Shoe repair shop	Veterinary clinic (indoor)
Shoe store	Warehouse/storage facility
Sign fabricating	Watch sales
Sign sales store	Website service
Skating rink	Wedding consultant
Sleep disorder facility	Weight loss service
Social service agency	Welding service
Sorority house	Wholesale facility
Sporting goods sales	Wind energy conversion system (micro) ⁽¹⁾
Stained glass studio	Wind energy conversion system (standard) ⁽⁶⁾
Stationery store	Window sales
Stock and bond broker	Winery
Surgery center	Woodworking
Swim club	Yoga instruction
Tailor	Zoo
Notes:	
(1) If not adjacent to a residential district	
(2) See multiple family building and complex perimeter setback and building separation requirements in R3 district (A.C.C. 3-2-8-5(a))	
(3) See universally permitted use definition for additional standards	
(4) Above, to the rear of, or attached to a permitted nonresidential use	
(5) Subject to the standards in 3-4-13-2	
(6) If on land of over two (2) acres not adjacent to a residential district	

ALLEN COUNTY ZONING ORDINANCE

Chapter 24 I3 Intensive Industrial

3-2-24-1 Purpose

The Intensive Industrial **district** is intended to provide areas for intense industrial **uses** such as fabricating, **manufacturing**, processing, extraction, heavy repair and dismantling industries where outside operations and **storage** areas may be required. Due to the nature of these industries, **districts** are typically located away from residential areas and **districts**. I3 **districts** should be buffered by less intensive industrial or commercial **districts** to minimize adverse impacts on surrounding land **uses**.

3-2-24-2 Permitted Uses

The following **uses** are permitted as a matter of right in an I3 **district**. Except for **automobile**, boat, and similar vehicle sales **uses**, **outdoor display** shall meet the **building setback** standards; display area shall be limited to a maximum of 10% of the **primary structure** or tenant space; **outdoor storage** shall be allowed between the required front **setback** line and the **rear lot line** and shall be screened from **adjacent residential zoning districts** and **public street rights-of-way**.

I3 INTENSIVE INDUSTRIAL SPECIFIC PERMITTED USES	
Accessory building/structure/use	Art instruction
Accountant	Art studio
Adoption service	Art supply store
Adult care center	Asphalt plant
Advertising	Assembly facility for/manufacturing of:
Agricultural equipment sales	Adhesive/glue
Agricultural equipment service	Agricultural implements
Agricultural supply sales	Aircraft
	<u>Ammunition</u>
Air conditioning sales	Animal feed
Air conditioning service	Appliances
Air freight service	Automobiles
Alteration service	Bicycles
Amusement park	Boats
Animal grooming	Carbon steel pipe and tubing
Animal hospital	Computers
Animal kennel	Concrete and concrete products
Animal obedience school	Electronics
Animal slaughter house	Insulation
Answering service	Manufactured homes
Antique shop	Modular buildings
Apparel and accessory store	Motorcycles
Apparel fabrication and processing	Motors
Appliance store	Paper/paper products
Appraiser	Recreational vehicles
Aquaculture	Spas
Aquaponics	Stainless steel
Arcade	Steel
Architect	Tile
Arena	Tires
Art gallery	Valves

ALLEN COUNTY ZONING ORDINANCE

13 INTENSIVE INDUSTRIAL SPECIFIC PERMITTED USES	
Assembly of finished products	Business incubation office or laboratory
Assisted living facility	Business training
Athletic field	Campus housing (off-site)
Attorney	Candy store
Auction hall	Canvas product fabrication
Auction service	Catalog showroom
Audiologist	Caterer
Audio-visual studio	Ceramic product fabrication
Automatic teller machine	Check cashing
Automobile accessory store	Child care center
Automobile auction	Child care home (class I or II)
Automobile body shop	Chiropractor
Automobile detailing or trim shop	Clinic
Automobile maintenance (quick service)	Clock sales
Automobile rental	Clothing alterations
Automobile repair	Clothing rental
Automobile restoration	Clothing store
Automobile rustproofing	Club, private
Automobile sales	Coffee shop
Automobile washing facility	Coin shop
Bait sales	Collection agency
Bakery	Community garden (including outdoor)
Bakery goods	Compounding of:
Bank	Chemicals
Bankruptcy service	Cleaning supplies
Banquet hall	Cosmetics
Bar	Pharmaceuticals
Barber shop	Computer sales and service
Barber/beauty school	Computer software
Batting cages	Computer software store
Beauty shop	Computer training
Betting or other gambling facility	Concrete plant
Bicycle sales and repair shop	Consignment shop
Billiard or pool hall	Consulting service
Bingo establishment	Consumer electronics sales
Bio-medical/orthopedic equipment	Consumer electronics service
Bioscience development, research, or testing	Contractor (construction, excavation, landscape)
Blood bank	Convenience store
Blood or plasma donor facility	Copy service
Boarding house	Correctional services facility
Boat dry dock facility	Cosmetic store
Boat sales	Costume rental
Book store	Counseling service
Bookkeeping service	Country club
Bottling facility	Craft instruction
Bowling alley	Craft studio
Brewery	Craft supply store
Brewery (micro)	Credit service
Broadcast studio	Credit union
Broker	Crematory

ALLEN COUNTY ZONING ORDINANCE

13 INTENSIVE INDUSTRIAL SPECIFIC PERMITTED USES	
Golf course, miniature	Limited assembly and fabrication of:
Golf driving range	Bio-medical/orthopedic products
Graphic design service	Communication and computation equipment
Greenhouse (retail)	Computer hardware products
Greenhouse (wholesale)	Computers and electronics
Grocery store or supermarket	Industrial controls
Group residential facility (large) ⁽²⁾	Medical devices
Group residential facility (small)	Optical instruments
Growing/processing/raising of natural products	Orthopedic devices
Gun sales	Scientific and precision instruments
Gun Repair	
Gymnastics instruction	Service industry machines
Hardware store	Specialty equipment
Haunted house	Live-work unit
Health club	Loan office
Heating sales	Luggage store
Heating service	Machine design facility
Hobby shop	Machine tool shop
Home improvement business	Magnet wire facility
Home improvement store	Maintenance or repair facility
Home repair	Manufactured home sales
Homeless shelter	Marketing agency
Hospice care center	Martial arts training
Hospital	Massage therapy
Hot tub sales	Meat/fish market
Hotel	Medical device technology
Household appliance store	Medical supply sales
Hydroponics	Medical training
Ice cream store	Metal cutting
Information technology	Metal extrusion
Insurance agency	Metal fabricating
Interior decorating store	Metal molding
Interior design service	Model unit
Internet applications/products	Mortgage service
Internet service	Motel
Investment service	Motor vehicle auction
Jewelry sales	Motor vehicle rental
Junk yard	Motor vehicle repair
Laboratory	Motor vehicle sales
Laboratory (testing)	Motor vehicle storage yard
Land surveyor	Movie rental
Landscape contracting service	Movie sales
Lathe/screw machine products	Multiple family complex ⁽³⁾
Laundromat	Multiple family dwelling ⁽³⁾
Laundry facility (central)	Museum
Leather goods store	Music instruction
Legal service	Music store

ALLEN COUNTY ZONING ORDINANCE

13 INTENSIVE INDUSTRIAL SPECIFIC PERMITTED USES	
Music studio	Reception hall
Musical instrument store	Recording studio
Nail salon	Recreation area Recreation, outdoor
Neighborhood facility	Recreation facility Recreation, indoor
Nursing home	Recreation uses
Nutrition service	Recycling processing facility
Office, professional	Refractory
Ophthalmologist	Refurbishing facility
Optician	Rental store
Optometrist	Research and development facility
Package liquor store	Residential dwelling unit ⁽⁵⁾
Packaging facility	Residential facility for homeless individuals (up to 8) ⁽²⁾
Paint store	Restaurant , including drive-through
Painting studio	Retirement facility
Parking area	Riding stable, nonresidential
Parking area (off-site) ⁽⁴⁾	Sales yard for:
Parking structure	Building materials
Pawn shop	Lumber
Pest control	Sand, gravel, stone
Pet store	Salvage yard
Pharmacy	Sandwich shop
Photography studio	Savings and loan
Photography supply store	Sawmill
Photography training	Sculpture studio
Physical therapy facility	Seasonal sales
Picture framing facility	Security service
Pilates instruction	Sheet metal fabrication
Planetarium	Sheet metal processing
Planner	Shoe repair shop
Plant nursery	Shoe store
Plastic extrusion	Shooting range (indoor)
Plastic molding	Sign fabricating
Plumbing sales	Sign sales store
Plumbing service	Skating rink
Podiatrist	Sleep disorder facility
Pottery sales	Social service agency
Printing facility	Solid waste transfer station
Printing press	Sorority house
Processing facility for:	Sporting goods sales
Animal products	Stadium/racetrack ⁽¹⁾
Animals (includes skins, hides, or reduction of animal matter)	Stained glass studio
Lumber	Stationery store
Metal (anodizing, buffing, galvanizing, plating, polishing)	Stock and bond broker
Raw materials	Storage shed sales
Timber	Surgery center
Product research and development	Swim club
Propane facility	Swimming pool sales
Propane sales	Tailor
Public transportation facility	Tanning salon
Radio station	Tattoo establishment
Real estate	Tavern

ALLEN COUNTY ZONING ORDINANCE

I3 INTENSIVE INDUSTRIAL SPECIFIC PERMITTED USES	
Tax consulting	Tutoring service
Taxi service	Universally permitted use ⁽⁴⁾
Taxidermist	Utility facility (private)
Tea room	Variety store
Telephone sales	Vehicle technology (advanced)
Telephone service	Veterinary clinic
Television station	Warehouse/storage facility
Tennis club	Watch sales
Theater	Watercraft sales
Tire sales	Website service
Title company	Wedding consultant
Tobacco store	Weight loss service
Tool and die facility	Welding service
Towing service	Wholesale facility
Townhouse complex ⁽³⁾	Wind energy conversion system (micro) ⁽²⁾
Toy store	Wind energy conversion system (standard) ⁽⁶⁾
Trade show facility	Window repair
Travel agency	Window sales
Treatment center	Winery
Tree service	Woodworking
Truck depot/terminal	Yoga instruction
Truck fueling station	Zoo
Truck stop	
Notes:	
(1) If not adjacent to a residential district	
(2) No-A gas station canopy shall meet primary building setbacks be located between the primary building and a residential district	
(3) See multiple family building and complex perimeter setback and building separation requirements in R3 district (A.C.C. 3-2-8-5(a))	
(4) See universally permitted use definition for additional standards	
(5) Above, to the rear of, or attached to a permitted nonresidential use	
(6) If on land of over two (2) acres not adjacent to a residential district	

ALLEN COUNTY ZONING ORDINANCE

due to site or topography constraints. All access **streets** shall be paved to the property line at the time of **development**.

(2) Major Subdivisions

All **streets** in **Major Subdivisions** shall:

- (A) Be aligned to join with planned or existing **streets** (including stub **streets**) on adjoining **parcels**, and
- (B) Provide stub **streets** to allow at least one future access to adjoining vacant **parcels** of land ~~per-after~~ **50 lots (or part thereof)** in the proposed **Major Subdivision**, unless the **Plan Commission** determines at the time of Primary Development Plan or **Subdivision** approval that the interconnection is impracticable due to site or topography constraints. All stub or other access **streets** shall be paved to the property line at the time of **development**.

(3) Minor Subdivisions

No **Minor Subdivision** may provide an interconnection to more than one other **Minor Subdivision**, such that the two (2) **Minor Subdivisions** share a single point of access to a **public street**.

(h) School Bus Access

Each **Major Subdivision** or Development Plan containing over sixty (60) **lots** shall include an internal loop **street** system allowing **school** busses to access the **subdivision**, circulate, and return to an access point to a **local, collector, or arterial street** adjoining the **Major Subdivision** or Development Plan **development site** without turning around or backing up. The **Plan Commission** may permit alternative **street** system provisions allowing for internal bus access if those provisions have been approved by the applicable **school district**. For purposes of this standard, the number of homes in all adjoining phases of a **Major Subdivision** or Development Plan shall be considered together.

(i) Street Names

- (1) The name of any **street**, road, drive, or avenue already in **use** or established by **plat** anywhere in Allen County shall not be used in any new **development** except in the case of a direct extension of the existing **street**, road, drive, or avenue of the same name.
- (2) No name of a **street**, road, drive, or avenue shall include the word north, south, east or west, unless it denotes a geographic location.

3-4-4-22

Water

(a) Major Subdivisions

The **developer** of each **Major Subdivision** shall install or cause to be installed a water system by one of the following methods:

(1) Public System

Public water facilities shall be provided to serve the proposed **development**; or

(2) Individual Supply

If the applicant submits acceptable evidence to the **Plan Commission** that a public water supply system is not necessary due to the low density of the **development**,

ALLEN COUNTY ZONING ORDINANCE

MINIMUM OFF-STREET PARKING REQUIREMENTS (see the table below for specific use additional stacking space standards)	
Use	Parking Standard (spaces per measurement type)
Animal service	1 per 400 square feet
Assisted living facility	1 per 3 sleeping rooms
Athletic field (indoor)	1 per 6 seats
Athletic field (outdoor)	30 per field
Auditorium	1 per 400 square feet
Automobile service	1 per 400 square feet
Bed and breakfast	1 per sleeping room
Business service	1 per 400 square feet
Campus housing (off-site)	1 per 3 sleeping rooms
Educational institution (business school, college, medical training, university, or similar post-secondary use)	1 per 400 square feet
Golf course	4 per golf hole
Group residential facility	1 per 3 sleeping rooms
Hotel	1 per sleeping room
Industrial	1 per 1,000 square feet, or 1 per employee at largest shift (whichever is less; however, a minimum of 3 spaces shall be provided)
Instruction/training	1 per 400 square feet
Library	1 per 400 square feet
Live-work unit	1 per 400 square feet
Medical office	1 per 400 square feet
Mixed-use project (uses with different parking requirements)	The greatest number of spaces required by any individual use
Motel	1 per sleeping room
Multiple family	1 per 1-2 bedroom dwelling unit 2 per 3+ bedroom dwelling unit
Multiple tenant nonresidential building	1 per 400 square feet (regardless of individual uses)
Museum	1 per 400 square feet
Nursing home	1 per 3 sleeping rooms
Personal service	1 per 400 square feet
Professional office	1 per 400 square feet
Recreation/tourism, limited	1 per 400 square feet
Recreation, general	1 per 400 square feet, plus 1 per 400 square feet of developed outdoor facilities
Recreation, indoor	<u>1 per 400 square feet</u>
Recreation, outdoor	<u>1 per 400 square feet, plus 1 per 400 square feet of developed outdoor facilities</u>
Restaurant	1 per 400 square feet
Retail	1 per 400 square feet
Retirement facility	1 per dwelling unit
Self-storage	1 per 400 square feet of office
Single family	2 per dwelling unit
Stadium/racetrack	1 per 6 seats
Studio	1 per 400 square feet
Theater (indoor)	1 per 6 seats
Two family	1 per dwelling unit

ALLEN COUNTY ZONING ORDINANCE

STACKING SPACE PROVISIONS	
Proposed Use	Stacking Standard (spaces per measurement type)
Automatic teller machine	2 per drive-through lane
Bank	2 per drive-through lane
Car wash	6 per automatic washing bay 1 per manual washing bay
Drug store/pharmacy	2 per point of sale (payment) window
Restaurant	4 per point of sale (payment) window
Other retail use with accessory drive-through facility	2 per point of sale (payment) window

(b) Credits

To allow for flexibility in the **County's** nonresidential **zoning districts** (C1 through C4, SC, NC, **BTI**, and I1 through I3) and in order to accomplish the **Comprehensive Plan's** objectives of urban revitalization, enhancing the pedestrian environment, and encouraging the use of transit, **parking space** credits shall be allowed for **nonresidential uses** in these **districts** as set forth below:

- (1) On-street **parking spaces** directly in front of and to the side of the **lot, tract, or development site** where the proposed or existing use is located may be counted towards satisfying the minimum off-street parking requirements.
- (2) One (1) required off-street **parking space** for each on-site bicycle rack (a rack must store a minimum of four (4) bicycles), up to two (2) % of the total parking requirement.
- (3) If access to public transit is located within 400 feet of the **lot, tract, or development site** where the proposed or existing use is located, this may serve in lieu of one (1) required off-street **parking space**.
- (4) If construction techniques such as pervious pavement, block and concrete modular pavers, and grid pavers are used for off-street parking surfaces, each space provided as a result may serve in lieu of two (2) required off-street **parking spaces**, up to a maximum of ten (10) % of the number of required spaces.

3-4-7-5 Parking **Lot** Improvement Standards

(a) Highway Department Standards

All land used for off-street parking and all **driveways** serving **parking areas**, whether required by this ordinance or provided voluntarily, shall comply with those minimum standards and specifications for paving, surfacing, and drainage established by the **County** Highway Department. In the event of any inconsistency between those standards and specifications and the requirements of this ordinance, the **County** Highway Department standards and specifications shall apply.

ALLEN COUNTY ZONING ORDINANCE

- (4) The following landscape codes shall be applicable to the noted **building** types and other landscape situations:

LANDSCAPE CODES – BUILDINGS AND OUTDOOR ACTIVITY AREAS			
Building Type		Landscape Code, if Adjacent To:	
		Residential districts	Nonresidential districts
Office, Personal Service, or Other C1 Use Building		B-1	No requirement
Commercial, Retail, Industrial, or Universally Permitted Use Building		B-2	No requirement
Multiple Family Building/Complex, or Manufactured Home Park		B-3	B-4
Nonresidential Outdoor Activity Areas	Driveway	A-1	No requirement
	Drive-through	A-2	A-7
	Other activity area	A-3	A-8
	Storage area	A-4	No requirement
	Eating/drinking/smoking area	A-5	No requirement
	Home Industry Outdoor Storage Area <u>or gas station canopy</u>	A-6	No requirement

- (5) The following landscape codes shall be applicable to the noted **parking area** situations:

LANDSCAPE CODES – PARKING AND OUTDOOR DISPLAY AREAS	
Site Situation	Landscape Code
Adjacent to public street or private access drive	P-1
Adjacent to residential district	P-2
Adjacent to commercial district	P-3
Parking areas more than 50 spaces (shall not apply to outdoor display areas)	P-4

ALLEN COUNTY ZONING ORDINANCE

OUTDOOR ACTIVITY AREA BUFFER YARD STANDARDS

Code A-5

Outdoor Eating/Drinking/Smoking Areas Adjacent to a Residential District

REQUIRED SCREENING

Continuous 6' high **solid fence**, either on the property line or immediately around the eating/drinking smoking area.⁽¹⁾

PLAN

ELEVATION

(1) A **fence** shall always be required to screen an eating/drinking/smoking area.

OUTDOOR STORAGE AREA SCREENING STANDARDS FOR BZA APPROVED HOME INDUSTRY IN A1 ZONING DISTRICTS

Code A-6

BZA Approved Home Industry Outdoor Storage Areas or Gas Station Canopy Adjacent to a Right-of-way or a Residential District

REQUIRED SCREENING

(Additional landscape buffering materials are not mandatory unless required by the BZA as part of its approval)

Continuous 6' high **solid fence**, ~~either~~ on the property line ~~or may be~~ immediately around the **outdoor storage area**.⁽¹⁾

PLAN

ELEVATION

(1) A **fence** shall be required to screen an **outdoor storage** area from adjacent properties or street **right-of-way** located less than 250' from the BZA approved **outdoor storage** area. The distance shall be measured from the nearest **right-of-way** and/or property line. **Outdoor storage** located more than 250' from an adjacent residential district or street **right-of-way** is not required to be screened. Adjacent property owned by the business owner is also not required to be screened.

ALLEN COUNTY ZONING ORDINANCE

3-4-11-9

In the Areas established within the **Airport Overlay Districts**, in addition to the **special uses** set forth in A.C.C. 3-5-3-4, the following **uses** shall require approval of a **special use** from the **Board of Zoning Appeals**, even in cases where the **use** is a permitted **use** in the existing underlying **zoning district**.

TABLE 3 – AIRPORT OVERLAY DISTRICT SPECIAL USES	
Area 1 and Area 2	Area 3
Assisted living facility	Manufactured home park
Arena	Recycling collection point
Batting cages	
Campus housing	Area 4
Country club	Arena
Day care center	Batting cages
Fireworks sales	Fireworks sales
Fuel storage facility	Fuel storage facility
Gas station	Golf course (including driving range)
Golf course (including driving range)	Hospital
Group residential facility	Manufactured housing park
Hospital	Propane/bottled gas facility
Hotel	Recreation-uses , outdoor
Manufactured home park	Recycling collection point
Motel	Stadium/racetrack
Multiple family complex	Subdivision plat
Multiple family dwelling	Swim club (outdoor)
Museum	Theater (outdoor)
Park/recreation area Park or Recreation Area, Public	Tennis club (outdoor)
Propane/bottled gas facility	
Radio station	Area 5
Recreation-uses , outdoor	Manufactured home park
Recycling collection point	
Religious institution	
Residential facility for the developmentally disabled	
Residential facility for the mentally ill	
Retirement facility	
Salvage yard	
Single family dwelling (Area 1 only)	
Solid waste transfer station	
Stadium/racetrack	
Subdivision plat	
Swim club (outdoor)	
Television station	
Tennis club (outdoor)	
Theater (outdoor)	
Truck fueling station	

ALLEN COUNTY ZONING ORDINANCE

3-5-3-2

Improvement Location Permit

(a) General Provisions

An **Improvement Location Permit** shall be required for the construction, reconstruction, enlargement, or relocation of any **building** or **structure** (including a non-temporary **sign**) unless specifically excluded by this ordinance. No **building** or **structure** shall be erected, constructed, reconstructed, enlarged, or moved prior to the issuance of an **Improvement Location Permit**.

- (1) No **Improvement Location Permit** shall be issued unless the proposed **development** conforms with the provisions and requirements of this ordinance.
- (2) No **Improvement Location Permit** shall be issued for construction that would encroach over a platted front **building** line except for ornamental fences and open decks, open porches, or **stoops**, ~~unless the applicant documents that the restrictive covenants for the subdivision allow such an encroachment. This prohibition shall also apply to all non-allowed construction that does not require an **Improvement Location Permit**.~~
- (3) No **Improvement Location Permit** shall be issued for the construction, reconstruction, enlargement, or relocation of a **building** or **structure**, or any part of a **building** or **structure** (except for **fences** or **signs**), within a utility or surface drainage **easement**, unless the **easement** has been vacated (if the **easement** is a platted **easement**) or otherwise released.
- (4) No **Improvement Location Permit** shall be issued for construction that would encroach into a **corner visibility area** as defined herein. This prohibition shall also apply to construction that does not require an **Improvement Location Permit**.
- (5) If an application requires the approval of a Development Plan or a Site Plan Review, that approval shall have been granted and all **conditions** of approval satisfied prior to the approval and issuance of any **Improvement Location Permit(s)**.
- (6) When distributed for review by **DPS** staff, no **Improvement Location Permit** shall be issued for any **building** or **structure** until the Fort Wayne-Allen County **Department of Health** has issued an **on-site sewage system** permit or has determined there is no need for an **on-site sewage system** permit.
- (7) When distributed for review by **DPS** staff, no **Improvement Location Permit** shall be issued until the Allen County Surveyor's office approves a site **development** plan for:
 - (A) Any **subdivision** of land as set forth in A.C.C. 3-3-3 (**Subdivision** Control) pursuant to I.C. 36-9-27-69.5;
 - (B) Any other land **development** in the **floodplain**.
- (8) Notwithstanding the other **Improvement Location permit** validity provisions included herein, any application for a non-Site Plan Review **Improvement Location Permit** shall be void if a complete application is not submitted within three (3) months of the submission of an incomplete **ILP** application.

ALLEN COUNTY ZONING ORDINANCE

3-5-3-4 Special Uses

(a) List of Special Uses

The following **special uses** may be permitted by the **Board of Zoning Appeals** in the **zoning districts** shown in the table below, after public hearing pursuant to A.C.C. 3-5-3-1(a). To approve a **special use** the **Board** shall determine that the application meets the criteria in section 3-5-3-4(b) below and any other requirements stated for the specific **use** in this ordinance. The **Board** may impose reasonable **conditions** as part of its approval.

In addition, as set forth in AC.C. 3-4-11-9 of the **Airport Overlay Districts** provisions, certain **uses** shall also require approval of a **special use**, even in cases where the use is a permitted use in the existing underlying zoning **district**.

SPECIAL USES	
Special Use	District(s) Where Allowed
Accessory building (non-agricultural) construction ⁽¹⁾	A1
Agriculturally-allied uses ⁽¹⁾	A1
Airstrip/heliport (for corporate or multiple owner use)	A1 and A3
Amusement park (if adjacent to a residential district)	C3 and C4
Animal grooming ⁽¹⁾	A1
Animal hospital ⁽¹⁾	A1
Animal keeping (outdoor, small animal)	R1, R2, R3 and MHS
Animal kennel ⁽¹⁾	A1
Animal rescue ⁽¹⁾	A1
Animal service, indoor	C1
Athletic field	
Animal slaughter house ⁽¹⁾	A1
Animal slaughter house (outdoor)	I2
Aquaculture	A1
Aquaponics	A1
Arena	A1
Asphalt plant ⁽¹⁾	A1
Automatic teller machine (ATM) (stand-alone)	C1
Automobile maintenance (quick service)	C2, NC and SC
Automobile service, general	I2
Bed and breakfast	A1, A3, R1, R2, R3 and MHS
Boarding house	A1, A3, R1, R2, R3 and MHS
Brewery (micro)	A1
Building material disposal site	A1
Child care home (class II)	A1, A3, R1, R2, R3 and MHS
Club, private ⁽¹⁾	R1, R2, R3, MHS and C1
Commercial communication tower ⁽²⁾	A1, C1, C2, NC, SC, C3, C4, BTI , I1, I2 and I3
Community facility not otherwise permitted (transitional use)	R1, R2, R3 and MHS
Community garden that includes a structure	A1, A3, R1, R2, R3, MHS and C1
Concrete plant ⁽¹⁾	A1
Container home ⁽²⁾	A1, A3, R1, R2, R3 and MHS
Contractor (construction, excavation, landscape, tree service)	I1
Country club	A1, A3, R1, R2, R3 and MHS
Dairy/creamery	I1

ALLEN COUNTY ZONING ORDINANCE

SPECIAL USES	
Special Use	District(s) Where Allowed
Distillery (micro)	A1H
Educational institution (not otherwise permitted)	A1, A3, R1, R2, R3 and MHS
Educational institution associated facilities, uses, and areas (on noncontiguous properties)	A1, A3, R1, R2, R3 and MHS
Educational institution-associated uses (on non-contiguous properties, not otherwise permitted)	C1, C2, NC, SC, C3 and C4
Emergency response facility (transitional use)	R1, R2, R3 and MHS
Equipment rental, general	I1
Fuel storage facility	I2
Funeral home	A1, A3, R1, R2, R3 and MHS
Gas station	C2, NC, I1 and I2
Go-Kart facility (if adjacent to a residential district)	C3 and C4
Golf course	R1, R2, R3 and MHS
Greenhouse (retail)	A1, C2, NC and SC
Group residential facility (large) ⁽¹⁾	A1, A3, R1, R2, R3, MHS, C1, C2, NC, SC, C3, C4, I1, I2 and I3
Heliport	R1, R2, R3 and MHS
Home business ⁽²⁾	A1, A3, R1, R2, R3 and MHS
Home business (in an existing single family detached dwelling only) ⁽²⁾	C1, C2, NC, SC, C3 and C4
Home enterprise ⁽²⁾	A1 and A3
Home industry ⁽²⁾	A1
Home workshop ⁽²⁾	A1 and A3
Homeless shelter (accessory to a religious institution, for up to eight (8) individuals)	A1, A3, R1, R2, R3 and MHS
Homeless shelter (if adjacent to a residential district or accessory to a religious institution)	C1, C2, NC, SC, C3 and C4
Illuminated recreation field (if adjacent to a residential district)	BTI, I1, I2 and I3
Instruction/training/education (transitional use)	R1, R2, R3 and MHS
Junk yard (outdoor)	I2
Livestock operation (high intensity) ⁽¹⁾	A1
Live-work unit (transitional use)	R1, R2, R3 and MHS
Manufactured home, Type II ⁽²⁾	R2, R3, C1, C2, NC, SC, C3 and C4
Manufactured home, Type II ⁽²⁾ and Type III	R1
Medical office (transitional use)	R1, R2, R3 and MHS
Metal and plastic extrusion and molding	I1
Metal cutting facility	I1
Metal fabricating facility	I1
Metal processing facility	I1
Model home (for an extension of time or expansion of scope)	A1, A3, R1, R2, R3 and MHS
Motor vehicle storage yard	I2
Multiple Family Dwelling (transitional use, up to ten (10) units)	R2
Museum	R1, R2, R3 and MHS
Nature preserve (that includes a structure or parking area)	A1, A3, R1, R2, R3 and MHS
Neighborhood facility	A1, A3, R1, R2, R3 and MHS

ALLEN COUNTY ZONING ORDINANCE

SPECIAL USES	
Special Use	District(s) Where Allowed
Nonconforming use (expansion of existing nonconforming use , or allow conforming status to existing use)	A1, A3, R1, R2, R3, MHS, C1, C2, NC, SC, C3, C4, BTI , I1, I2 and I3
Open use of land (not otherwise permitted)	I3
Outdoor use (in conjunction with a permitted primary use)	C2 and NC
Parking area (as a primary use)	C1
Parking area (if adjacent to a residential district)	C2, NC, SC, C3, C4, I1 and I2
Parking or outdoor display area, gravel (not otherwise permitted)	I2 and I3
Personal service (transitional use) ⁽¹⁾	R1, R2, R3 and MHS
Plant nursery	C2, NC and SC
Plant nursery (retail)	A1
Processing facility (small scale)	I1
Processing facility for: animals (outdoor: includes skins, hides, or reduction of animal matter) or animal products (outdoor)	I2
Professional office/business service (transitional use) ⁽¹⁾	R1, R2, R3 and MHS
Quarry or mine	A1 and A3
Reception hall, meeting hall, or recreation hall; clubhouse	A1 and A3
Recreation, outdoor area	A1 and A3
Recreation, outdoor area (including accessory recreation areas)	C2, NC and SC
Recreation, indoor facility	A1 and A3
Recreation, indoor facility (if adjacent to a residential district)	C2, NC and SC
Recreation use, outdoor (amusement park, go-cart facility, stadium/race track, and water park, only; if adjacent to a residential district)	C3 and C4
Recreation use, outdoor (athletic field, riding stable, swim club, tennis club) ⁽⁴⁾	R1, R2, R3, MHS, C1
Religious institution or non-public school illuminated athletic field(s)	A1, A3, R1, R2, R3, MHS, C1, C2, NC and SC
Residential facility for a court-ordered re-entry program	A1, A3, R1, R2, R3, MHS, C1, C2, NC, SC, C3, C4, I1, I2 and I3
Residential facility for homeless individuals (for up to eight (8) individuals)	A1, A3, R1 ⁽¹⁾ , R2, R3 and MHS
Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district)	C1, C2, NC, SC, C3, C4, I1, I2 and I3
Retail (art gallery, bakery goods, coffee shop, candy store, delicatessen, florist, ice cream store, jewelry sales, medical supply sales, musical instrument store, sandwich shop, tea room) ⁽¹⁾	C1
Riding stable, nonresidential ⁽¹⁾	A1 and A3
Riding stable, residential	<u>R1, R2, R3, MHS</u>
Salvage yard (outdoor)	I2
Sanitary landfill ⁽²⁾	A1
Sawmill ⁽²⁾	A1 ⁽¹⁾ and I2
Sheet metal fabrication and/or processing	I1
Shooting range (indoor or outdoor archery, firearm, skeet, trap, or similar)	A1

ALLEN COUNTY ZONING ORDINANCE

SPECIAL USES	
Special Use	District(s) Where Allowed
Shooting range (indoor)	C2 and SC
Shooting range (outdoor)	C4
Sign (temporary subdivision direction)	A1, A3, R1, R2, R3, MHS, C1, C2, NC, SC, C3, C4, BTI , I1, I2 and I3
Solar panel (ground mounted)	A1, A3, R1, R2, R3, MHS, C1, C2, NC, SC, C3, C4, BTI , I1, I2 and I3
Solid waste transfer station ⁽²⁾	A1 and I2
Stadium/racetrack	A1
Stadium/racetrack (if adjacent to a residential district)	<u>C3 and C4</u>
Storage building (as a primary building)	A1
Studio (transitional use)	R1, R2, R3 and MHS
Subdivision clubhouse, meeting hall, neighborhood center, or swim/tennis facility , if not previously approved as part of the subdivision	R1, R2, R3 and MHS
Swim club	<u>R1, R2, R3, MHS and C1</u>
Tattoo establishment	C1
Tennis club	<u>R1, R2, R3, MHS and C1</u>
Tree service	C3 and C4
Two family dwelling (to allow conforming status for existing nonconforming uses)	R1 and MHS
Two family dwelling (to allow conforming status for existing nonconforming uses , and to also allow new two family dwellings)	A1 and A3
Utility facility, private (not otherwise permitted or exempt)	A1, A3, R1, R2, R3, MHS, C1, C2, NC, SC, C3 and C4
Veterinary clinic ⁽¹⁾	A1
Water park (if adjacent to a residential district)	<u>C3 and C4</u>
Wind energy conversion system (micro) ⁽¹⁾	A1, A3, R1, R2, R3, MHS, C1, C2, NC, SC, C3, C4, BTI , I1, I2 and I3
Wind energy conversion system (standard) ⁽¹⁾	A1, A3, R1, R2, R3, MHS, C1, C2, NC, SC, C3, C4, BTI , I1, I2 and I3
Winery	A1
Notes: (1) See the individual zoning districts for possible additional use standards (2) See A.C.C. 3-5-3-4(c)	

ALLEN COUNTY ZONING ORDINANCE

(b) Criteria for Approval of **Special Use**

In reviewing an application for any **special use**, the **Board** may consider the location and size of the **use**; the nature and intensity of the operations involved in or conducted in connection with it; and its site layout, including access provisions and parking requirements, and may approve a **special use** if the **Board** determines that:

- (1) The proposed **use** will not be unduly detrimental to the **use**, value, pattern of **development**, or growth of the surrounding area;
- (2) The location, size, intensity, site design, and operation of the proposed **use** will be compatible with the immediate area;
- (3) Adequate storm drainage, water, sanitary disposal, other utility, and transportation **infrastructure** either currently exists or will be provided to serve the proposed **use**; and
- (4) If the application is for one of the following listed **special uses**, in addition to the criteria above, the **Board** shall also determine that the proposed **use** will not be injurious to the public health, safety, or welfare of the community:
 - (A) **Agriculturally-allied uses**;
 - (B) **Airstrip/heliport** (corporate/multiple **owner** use);
 - ~~(C)~~ **Animal slaughter houses**;
 - ~~(D)~~ **Aquaculture**;
 - ~~(E)~~~~(E)~~ **Aquaponics**;
 - ~~(D)~~~~(F)~~ **Arena**;
 - ~~(E)~~~~(G)~~ **Asphalt plant**;
 - ~~(F)~~~~(H)~~ **Building material disposal site**;
 - ~~(G)~~~~(I)~~ **Concrete plant**;
 - ~~(H)~~~~(J)~~ **Livestock operation (high intensity)**;
 - ~~(I)~~~~(K)~~ **Quarry or mine**;
 - ~~(L)~~ **Recreation facility or use (not otherwise permitted)**; **Recreation, indoor**;
 - ~~(J)~~~~(M)~~ **Recreation, outdoor**;
 - ~~(K)~~~~(N)~~ **Sanitary landfill**;
 - ~~(L)~~~~(O)~~ **Sawmill**;
 - ~~(M)~~~~(P)~~ **Shooting range** (indoor or outdoor);
 - ~~(N)~~~~(Q)~~ **Solid waste transfer station**;
 - ~~(O)~~~~(R)~~ **Stadium/racetrack**; and
 - ~~(P)~~~~(S)~~ **Utility facility, private**.

(c) Additional **Special Use** Standards and Provisions

The following standards shall apply as applicable to applications for **special use** approvals.

ALLEN COUNTY ZONING ORDINANCE

Chapter 6 Definitions

For the purpose of this ordinance, the following rules of usage and definitions shall apply.

3-5-6-1 Rules of Usage

- (a) Words used in the present tense shall also include the future tense.
- (b) The singular shall include the plural: and the plural shall include the singular.
- (c) The word "shall" is mandatory; the words "may" or "should" are permissive.
- (d) The word "used" or "occupied" as applied to any land or **buildings** shall be construed to include the words "intended, arranged or designed to be used or occupied."

3-5-6-2 Defined terms

The following terms shall have the following meaning, unless a contrary meaning is required by the context or specifically otherwise prescribed:

Abut

Lots or parcels that have a common lot line with each other. Lots or parcels that have a common lot line with streets, alleys, and right-of-way.

Access Ramp

A ramp or similar **structure** that provides wheelchair or similar access to a **building**.

Accessory Building

A **building detached** from a **primary building** or **structure** and customarily used with, and clearly incidental and subordinate to, the **primary building, structure, or use**, and ordinarily located on the same **lot** with that **primary building, structure, or use**.

Accessory Dwelling Unit (ADU)

An additional **dwelling** unit with separate cooking, sleeping, and sanitation (bathroom) facilities. An **accessory dwelling unit** shall be subordinate to a primary residential **structure**. An ADU shall not be subdivided or otherwise separated in ownership from the primary residential structure. Where permitted, only one freestanding or integrated **accessory dwelling unit** shall be allowed per property. The ADU shall be less than 700 square feet of gross floor area, not including attached garage space if applicable. An integrated **accessory dwelling unit** shall include no separate entrance on the front-facing façade of the building,. A freestanding accessory dwelling unit may be constructed as a new detached structure or created as part of the renovation of a detached accessory structure. An ADU shall not be constructed of portable storage containers, shipping containers, truck bodies, other abandoned vehicles, or portions of vehicles.

Accessory Living Quarters

Living quarters within an **accessory building** for the sole **use** of **persons** employed on the **lot**; such quarters having no kitchen facilities and not rented or otherwise used as a separate **dwelling**.

Accessory Structure, Nonresidential

A **structure** or combination of **structures** that:

ALLEN COUNTY ZONING ORDINANCE

Beauty Shop

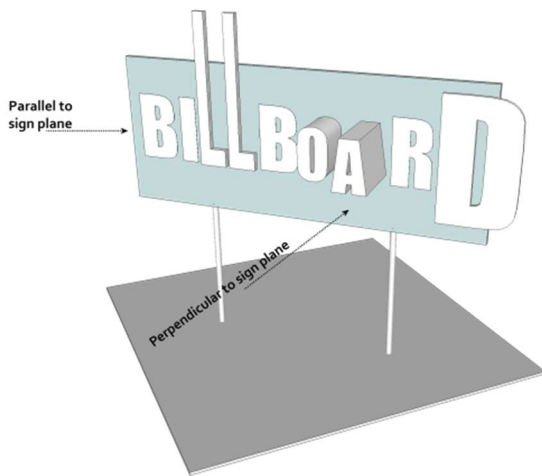
An establishment in which cosmetology is offered or practiced on a regular basis for compensation, and may include **barber shops**, salons, and spas.

Bed And Breakfast

A house or portion of a house where short-term (up to 10 days) lodging rooms ~~with or without~~ and meals are provided for compensation. The operator(s) shall live on the **lot**.

Billboard Embellishment

A portion of a **billboard** that extends vertically or horizontally from the surface area of the **billboard sign** face (generally a rectangle) when viewed perpendicular to the sign plane, or that extends outward from the surface of the sign when viewed parallel to the sign plane, to accommodate extensions of words or images on the primary **sign area**.



Block

Property abutting on one side of a **street** and lying between the two (2) nearest intersecting or intercepting **streets**, or nearest intersecting or intercepting **street** and railroad **right-of-way** or waterway or the end of a dead end **street**.

Board

The Allen **County Board of Zoning Appeals**. This term shall not include the **Board of Commissioners** or the Fort Wayne **Board of Public Works**. For purposes of granting a **special use**, use variance, or variance of **development** standards for a wireless service provider, the **Board** shall be the “permit authority” under I.C. 8-1-32.3, et seq.

Board of Commissioners

The **Board of Commissioners** of the **County** of Allen.

Board of Zoning Appeals (BZA) (see “Board”)

ALLEN COUNTY ZONING ORDINANCE

Boarding House

A **residential building** containing rooms for accommodating, for compensation, three or more **persons**. Lodging may include the serving of meals to the lodgers. Facilities for lodgers may include sleeping or living quarters, or individual bathrooms, but shall not include individual cooking facilities.

Bond

Any form of security, including cash, surety **bond**, or financial instrument of credit, as approved by the appropriate agency, for the purpose of guaranteeing that improvements will be made in a **subdivision** according to the standards as adopted by the **Plan Commission**.

Bottling Facility

A facility where soft drinks, juice, water, milk, alcoholic drinks, or other liquids are placed in bottles or cans for shipment. This **use** may include the combination of liquids or syrups to produce new liquids for placement in bottles or cans, the shipping and receiving of cans and bottles related to the operation, and incidental sales of bottled or canned liquids to the public, but shall not include the fabrication of bottles or cans.

Brewery

A facility that brews ales, beers, meads and/or similar beverages on-site.

Brewery (Micro)

An establishment where ale, beer, mead and/or similar beverages are brewed, typically in conjunction with a **bar, tavern** or **restaurant** use. Annual production will typically not exceed 15,000 barrels per year. A micro winery or similar use shall also be included under this definition.

Buffer (Airport) (see Airport Overlay District definitions)

Buffer Yard

For the purposes of the landscape standards, an area between a building, structure, or use and an adjacent property or **street right-of-way**. The area shall be available for berms/mounding, fences, plants, and/or walls to provide adequate screening and buffering between buildings, structures, **parking areas**, driveways, and activity areas and adjacent uses, buildings, structures, and **streets**, to promote compatibility between different land uses; conserve energy and moderate the effects of sun and wind; decrease storm water runoff and erosion; conserve or enhance property values; and improve the appearance of individual developments. A buffer yard may be located within a required front, side, or rear yard building setback.

Building

An enclosed **structure** (typically having a roof supported by **walls**). A **carport, deck, gazebo, open porch, tent, and recreational vehicle** shall not be considered **buildings**.

Building, Detached

A **building** having no structural connection with another **building**.

Building, Nonconforming

An existing **building** that was constructed in conformance with the applicable ordinance at the time of construction that fails to comply with the regulations set forth in this ordinance applicable to the **district** in which the **building** is located.

ALLEN COUNTY ZONING ORDINANCE

Campus Housing

For purposes of parking requirements, this category includes **campus housing** (off-site), **dormitories** and **fraternity/sorority houses**, and other housing with the primary purpose of housing students of an educational or institutional campus.

Candelas

A unit of luminous intensity, which is the amount of luminous flux (total luminous power emitted from a source and expressed as **lumens**) per unit solid angle in a given direction.

Canopy

A fixed cover that projects from a **wall** of a **building** over a **window** or entrance to provide weather protection and architectural spatial definition. A **canopy** typically projects at a 90-degree (perpendicular) or similar angle. Freestanding **canopies** may also be permitted. A **canopy** may be completely supported by the **building**, or completely or partially supported by columns, poles, posts, or similar supports. A gas station canopy is not included in this definition (see “Gas Station”).

Carport

A **structure** or part of a **structure** used for the parking, **storage**, or keeping of vehicles by the **owner** or tenant of the **lot** as an **accessory use** to a permitted residential **use**, and that does not include a **wall** between the ground and the roof on at least one side that is not a vehicle entryway.

Cemetery (Private and Public)

Land used for burial of the dead and dedicated for related purposes, including crematories, offices and maintenance facilities, mausoleums and mortuaries when operated in conjunction with and within the boundaries of a **cemetery**.

Certificate of Compliance

A certificate issued by the **Zoning Administrator** stating that the occupancy and **use** of land or a **building** or **structure** referred to in the certificate complies with the provisions of this ordinance and any **conditions** of the **Improvement Location Permit** (if applicable).

Certificate of Occupancy

A certificate issued by the Allen **County Building Department** or successor agency, allowing the occupancy or **use** of a **building** and certifying that the **structure** or **use** has been constructed and will be used in compliance with the applicable codes and ordinances.

Certificate of Use

A certificate issued by the **Zoning Administrator** certifying that a proposed or existing **use** is a permitted **use** in the **zoning district** where the **use** is located.

Change of Use

Any **use** that is a **substantial change** from the previous **use** of a **building**, **structure**, or land.

Check Cashing

Any business that cashes checks, drafts, money orders, traveler’s checks, or similar instruments, for a fee. This definition does not include: a **bank**, trust company, **savings and loan association**, **credit union**, **loan office**, or similar **use**; or a business that provides these services as an **accessory use** to a permitted **primary use**.

ALLEN COUNTY ZONING ORDINANCE

Emergency Shelter

A facility that provides temporary housing without charge for persons:

- (1) Whose regular residence has become uninhabitable due to fire, flood, or Act of God, while that residence can be repaired or replaced, or until other permanent housing arrangements can be made, but not to exceed a period of six months, or
- (2) Persons who have no regular residence that could be endangered during periods of weather and health events where lack of shelter would create a significant risk to their health.

Employment Agency

An agency that specializes in matching individuals' skill sets to particular jobs or finds jobs for unemployed individuals.

Enclosed Area (Enclosure)

A structure that has two or more exterior walls.

Engine Repair

A facility used for the repair of small engines or motors.

Engineer (see “Professional Engineer”)

Entertainment Facility

A facility that offers ~~indoor or outdoor~~ entertainment uses, including performing arts theaters, cinemas, concert venues, or circus/festivals, but does not include any “sexually oriented business” use.

Equipment Rental, General

The rental of supplies and large equipment primarily for intended for use by construction, general, landscaping, or industrial contractors, including, including but not limited to hoists, lifts, forklifts, and commercial capacity generators and compressors, but not including car or truck rentals.

Equipment Rental, Limited

The rental of supplies and equipment primarily intended for homeowner use and minor residential gardening and construction projects, but not including car or truck rentals. All maintenance of equipment shall be conducted within an enclosed **building**. This use type does not include the rental, **storage**, or maintenance of large construction or other commercial heavy equipment.

Equipment Supply Facility

A facility that supplies equipment such as but not limited to air purification, electrical, electric wire & cable, fire protection, food service, HVAC, industrial, maintenance, mechanical, medical, power transmission, radio/communication, **restaurant**, telecommunication, trade show/exhibit, truck, water softening/purification, and welding equipment.

Executive Committee

The **Executive Committee** of the Allen County Plan Commission.

Exempt Division of Land

A division of a **parcel** of land into two (2) or more **tracts** that qualifies as an **Exempt Division of Land** pursuant to A.C.C. 3-3-3-3 (b).

ALLEN COUNTY ZONING ORDINANCE

Garage Sale (see “Yard Sale”)

Garbage

Animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food; or other business or household waste materials.

Garden Equipment Supply

An establishment that specializes in the retail of nursery plants or related items, which may include: plants that have been grown on the property or imported, nursery products and stock, potting soil, hardware, power equipment and machinery, hoes, rakes, shovels, and other garden and farm variety tools and utensils.

Gas Pump Embellishment

Letters, figures, characters or representatives in irregular forms used as a supplement to permitted gas pump signage.

Gas Station

A facility where gas and other supplies for motorists are sold. Minor repair services such as lubrication, oil and tire changes may be provided, but major repairs such as vehicle bodywork or painting or repair of engines or drive trains may not be provided. A **gas station** may include a **convenience store**. A gas station canopy is included in this definition.

Gateway

A point along a roadway at which a motorist or pedestrian gains a sense of having entered the city or a particular part of the city. This impression can be imparted through such things as **signs, monuments**, landscaping, a change in **development** character, or a natural feature.

Gazebo

A freestanding, roofed, usually open-sided **structure** providing seating or an area for gathering.

Glare

A situation created when illumination sources shine with visibly harsh, uncomfortably bright light that: causes discomfort; distracts attention; or leads to reduction or loss of visibility or visual performances (up to and including situations of blinding **glare**, as defined in the Illuminating Engineering Society of North America’s current Lighting Handbook). These situations are typically caused by insufficiently shielded light sources, or high luminance (luminance that is sufficiently greater than the luminance to which the eyes are adapted).

Golf Course

A **tract** of land typically laid out for playing the game of golf that may include a **clubhouse**, dining and snack **bars**, pro **shop**, and practice facilities.

Golf Course (Miniature)

An area or recreational facility, typically comprised of small putting greens, each with a “cup” or “hole,” where patrons in groups pay a fee to move in consecutive order from the first hole to the last.

Golf Driving Range

A **tract** of land devoted as a practice range for practicing golf shots.

ALLEN COUNTY ZONING ORDINANCE

Home Occupation

An **accessory use** of a **dwelling** unit, or a **use** of an attached **structure** accessory to a **dwelling** unit, where business activities are conducted which do not change the residential character of the **structure** or property, or adversely impact **adjacent** properties. Clients or customers shall not come to the home, and on-site retail sales shall not be permitted. No outside employees may be permitted. A **home occupation** shall be permitted in conjunction with a single **family**, two **family**, or **multiple family dwelling** unit where the business **owner** lives, and shall be operated entirely within a primary or attached **accessory structure**.

Home Workshop

A **use** of a single **family** property, where business activities are conducted. **Home workshops** are intended to permit **uses** which are more intensive than a **home business**, including **uses** which produce or repair a product, but which do not adversely impact **adjacent** properties. **Home workshops** may include limited assembly, fabricating, **manufacturing**, processing, or repair activities (excluding **automobile repair**). A **home workshop** shall be permitted in conjunction with a **single family dwelling** unit where the business **owner** lives, and shall be conducted entirely within a primary or **accessory structure**. The **gross floor area** of the workshop shall not exceed two thousand (2,000) square feet. To allow for the mixing of **uses** in rural areas, outside employees shall be permitted to work at the **home workshop**, clients or customers shall be permitted to come to the property, and on-site sales of items either produced or value-added on the property, along with accessory retail sales, shall be permitted.

Homeless Shelter

A supervised private facility that provides temporary living accommodations, and that may provide additional support services, for homeless individuals. A homeless shelter may be a primary or accessory use of a lot.

Hospice Care Center

A facility providing in-patient care for individuals suffering from a terminal illness; overnight patient stays shall be permitted as part of this use.

Hospital

An institution providing primary health services and medical or surgical care to **persons**, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, **training** facilities, medical offices, and staff residences. Overnight patient stays shall be permitted as part of this use.

Hotel

A **building** providing, for compensation, sleeping accommodations and customary lodging services where guests enter through a main lobby of the **building** to get to each rental unit. Related ancillary **uses** may include but shall not be limited to conference and meeting rooms, **restaurants and bars, and recreational facilities**. An extended stay **hotel** is included in this definition.

Hydroponics

The cultivation of plants by placing the roots in liquid nutrient solutions rather than in soil, or similar soilless growth of plants.

Imaginary Surface (FAA FAR Part 77.25) (see Airport Overlay District definitions)

ALLEN COUNTY ZONING ORDINANCE

Outlot

A **building** site available for retail or other nonresidential **development**, typically part of a larger commercial **development** or site.

Owner

Any **person** having record title.

Painted Graphics

Any advertisement painted directly onto the **wall** of a **building**.

Parcel

An individual unplatted piece of land, that was either: created by a deed recorded prior to the effective date of this ordinance in compliance with the **Subdivision** Control Ordinance in effect at the time of recordation; created as an **exempt division of land/excluded conveyance** by a deed recorded after September 1, 2007, in compliance with the **Subdivision** Control Ordinance in effect at the time of recording; or created by a **Plan Commission**-approved **Development** Plan. When a piece of land is titled in the name of the same landowner, but is divided by an improved public **right-of-way**, waters of the United States, or **waters of the State** of Indiana, then that piece of land shall be deemed to be more than one **parcel**.

~~Park or Recreation Area (Private)~~

~~A natural, landscaped, or developed area, which may include **buildings, structures, or athletic fields**, owned or controlled and used by private or semi-public **persons, entities, or groups** for active and/or passive recreational purposes.~~

Park or Recreation Area₂ (Public)

A natural, landscaped, or developed area, which may include **buildings, structures, or athletic fields**, provided by a unit of government to meet the active and/or passive recreational needs of the public.

Parking Area

A public or private area designed and used for the temporary parking of **automobiles** or **motor vehicles**, including parking **lots** and **driveways**.

Parking Area (Off-site)

A **parking area** for a **religious institution** or **school** which is located directly across an **alley right-of-way** from that **religious institution** or **school** (see “Universally Permitted Use”).

Parking Space (Off-Street)

A space other than on a **street**, passageway, or **alley** designed for **use** or used for the temporary parking of a **motor vehicle**, including **driveways** and **garages** on private residential property.

Parking Structure

A **structure** designed to accommodate vehicular **parking spaces** that are fully or partially enclosed or located on the **deck** surface of a **building**, including parking **garages** and **deck** parking.

Patio

A slab on grade located in the **front, rear, or side yard** of a property.

ALLEN COUNTY ZONING ORDINANCE

Reception Hall

A facility in which the primary function is hosting special occasion events at which food and beverages are served to groups of people, with facilities for the refrigeration and heating of food.

Recorder

The Recorder of Allen County, Indiana.

~~Recreation Area~~

~~Private or non-profit recreation uses. Structures are typically required by or are part of the primary use of the use. Recreation areas shall include campgrounds, driving ranges, golf courses, swimming pools, swimming beaches, volleyball or tennis courts, and similar uses. This use shall not include public parks or public recreation areas.~~

~~Recreation Facility~~

~~A private or non-profit indoor establishment that is maintained or operated for the amusement, patronage, or recreation of the general public, members, or paying customers, including bowling alleys, tennis clubs, skating rinks, swimming pools, and other similar uses.~~

~~Recreation, General~~

~~A commercial use that provides indoor or outdoor amusement, entertainment, recreation, or sport for consumers, including amusement park, athletic field, arena, batting cages, betting or other gambling facility, country club, entertainment facility, golf course (miniature), golf driving range, go-kart facility, haunted house, recreation uses, riding stable, skating rink, stadium/race track, swim club, tennis club, and theater.~~

~~Recreation/Tourism, Limited~~

~~A commercial use that provides indoor amusement, entertainment, recreation, or sport for consumers, including arcade, billiard or pool hall, bingo establishment, bowling alley, dinner theater, entertainment facility, haunted house, hotel, motel, skating rink, swim club, tennis club, and theater.~~

~~Recreation Uses, Outdoor~~

~~Outdoor recreation uses may include athletic fields, riding stables, swimming pools, tennis courts, and similar uses.~~

~~Recreation, Indoor~~

~~A private indoor establishment that is maintained or operated for the amusement, patronage, or recreation of the general public, members, or paying customers, including axe throwing, bowling alleys, ping pong, rock climbing, skating rinks, tennis clubs, trampoline parks and other similar use.~~

~~Recreation, Outdoor~~

~~A private outdoor establishment that is maintained or operated for the amusement, patronage, or recreation of the general public, members, or paying customers. Structures are typically required by or are part of the use. Recreation areas shall include athletic fields, boating, campgrounds, canoeing, golf driving range, fishing, golf courses, non-motorized trail riding, swimming beaches, outdoor games and sports, volleyball or tennis courts, zip lining and similar uses. This use shall not include public parks.~~

ALLEN COUNTY ZONING ORDINANCE

Restoration

The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the **restoration** period. The limited upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a **restoration** project.

Retail Facility, Multiple Tenant

A **single multiple tenant retail building** located on a **development site** or **shopping center** outlet.

Retail Facility, Single Tenant

A stand-alone, **single tenant retail facility** on its own **development site**. Accessory space may be rented or leased within the **building** provided a separate outdoor entrance is not provided. This definition shall not include home improvement centers.

Retaining Wall

Any **fence** or **wall** built or designed to retain or restrain lateral forces of soil or other materials.

Retirement Facility

An independent living facility designed to meet the needs of **persons** fifty-five (55) years of age or over. Typically, the facility consists of independent living apartments along with common **living** areas for meals, social gatherings, and recreation. Services such as transportation, housekeeping, dietary supervision, recreational activities, and coordination for home health care may also be offered. However, the primary purpose of the facility is not to provide medical services for its residents.

Riding Stable, Nonresidential

Any **lot** or portions of a **lot** on which horses or other similar animals are maintained as part of a private club or for the public to ride in return for monetary remuneration or other forms of compensation. Nonresidential stables may be located on a **parcel** with no **primary structure**.

~~Riding Stable, Private~~

~~Any **lot** or portions of a **lot**, on which a **private club**, association, or other private organization maintains horses or other similar animals to be ridden exclusively by its membership and guests of the membership.~~

Riding Stable, Residential

An area for riding or housing/boarding horses, used as an **accessory use** and located on a property with a single **family** dwelling.

Right-of-Way

A dedicated strip of land that may be occupied or may be intended to be occupied by transportation facilities, **public utilities**, or other public **uses**.

ALLEN COUNTY ZONING ORDINANCE

Universally Permitted Use

Universally permitted uses are land **uses** that are permitted in any **zoning district** within the **County's planning jurisdiction**. These **uses** shall include, but not be limited to the following **primary uses**, and related **accessory uses** except as noted:

- (1) a **community garden** (including an **open fence** of up to four (4) feet in height, which shall meet the front primary and **corner lot street side yard building setbacks**, or an **ornamental fence** subject to the standards herein);
- (2) an **open fence** of up to 4 feet in height, which shall meet the front **primary building setback** and **corner lot street side yard building setbacks**, or an **ornamental fence** subject to the standards herein, in conjunction with a vacant **lot**, or an existing proposed **primary use parking area**;
- (3) a fire station, **police station**, other similar public safety use, or other publicly-owned **building** supported by municipal or county taxes, such as a community center or **library**;
- (4) a **nature preserve** (private, non-profit), excluding **parking areas** or **structures** available for public use;
- (5) an off-site parking area for a religious institution or a school, if located directly across an existing alley right-of-way from that primary use;
- (6) a **public park or recreation area** (~~public county, municipal, state, or township~~), including **parking areas**, and **structures**;
- (7) a private garden (including an **open fence** of up to four (4) feet in height, which shall meet the front primary and **corner lot street side yard building setbacks**, or an **ornamental fence** subject to the standards herein);
- (8) a religious institution; and
- (9) a **school** (public or private elementary, junior, or senior high, including charter or vocational **school**); including certain **accessory structures** and facilities used by the **school**, and those **accessory uses** associated with the **school use**, as determined by the **Zoning Administrator**.

Unlicensed Motor Vehicles

A **motor vehicle** without proper, current license plates, registration and/or inspection certificate to be lawfully operated on public ways.

Unplatted Land

A piece of land with a metes and bounds legal description, created by a legally recorded deed.

Unrelated Persons

Two (2) or more **persons** occupying a **single dwelling unit** who are not related by blood, marriage or adoption.

Use

The purpose or activity for which land or **buildings** are designed, arranged, or intended or for which land or **buildings** are occupied or maintained.

Use, Nonconforming (see "Nonconforming Use")

Use, Nonresidential

A commercial, industrial, or institutional **use**, including educational and **religious institutions**, as opposed to a **single family, two family, multiple family, or other residential use**.

FACT SHEET

Petition #ZORD-2025-0018

Project Start: January 2026

PROPOSAL: Petition ZORD-2025-0018, Allen County 2025 Substantial Amendment B
APPLICANT: Allen County Plan Commission
REQUEST: Amend Allen County Zoning Ordinance to:
1) Align the Commercial Communication Tower process with State procedures;
and
2) Update other BZA Procedures for clarity and staff efficiency.
AFFECTED AREA: Allen County planning jurisdiction

15 January 2026 Public Hearing

- No one spoke at the public hearing.
- David Bailey and James Wolff were absent.

22 January 2026 Business Meeting

Plan Commission Recommendation: Do Pass

- A motion was made by Ron Turpin and seconded by James Wolff to return the ordinance to the Board of Commissioners for their final decision.
- David Bailey and Lindsey Hannah were absent.
- 7-0 MOTION PASSED

Fact Sheet Prepared by:
Nathan Schall, Principal Land Use Planner
February 2, 2026

PROJECT SUMMARY

The intent of this zoning ordinance amendment is to align current county standards to reflect State of Indiana statute regarding commercial communication towers, commonly known as “cell towers.” Today, commercial communication towers are permitted as special uses in agricultural and commercial districts. The proposed amendment will permit commercial communication towers as a universally permitted use, which will eliminate the need for special use approval. The commercial communications tower will join the list of universally permitted uses, but unlike the remaining terms, the commercial communication towers will require additional development standards regarding engineering of the structure, screening, parking, and the subdivision of parcels. The proposed effective date is April 8, 2026.

PUBLIC HEARING SUMMARY:

Presenter: Nathan Schall, Principal Planner for Special Projects, presented the request as outlined above.

Public Comments: None

COMES NOW the Allen County Plan Commission pursuant to the authority vested in it by Indiana Code § 36-7-4-600, *et. seq.*, and adopts the following resolution.

**Resolution of the Allen County Plan Commission
Certifying a Proposal for the Amendment of the Allen County Zoning Ordinance**

WHEREAS, the Allen County Plan Commission initiated a proposal for the amendment of the Allen County Zoning Ordinance (Title 3 of the County Code), which amends the text of the following Zoning Ordinance Articles: Article 2 (Zoning Districts), Article 3 (Development Processes and Standards), Article 4 (Additional General Standards), and Article 5 (Administration) and:

WHEREAS, the Allen County Plan Commission prepared the proposal so that it was consistent with Ind. Code § 36-7-4-601; and

WHEREAS, the Allen County Plan Commission provided for publication of a public hearing on the proposal in *The Journal Gazette*, according to law; and,

WHEREAS, pursuant to Ind. Code § 36-7-4-604, on January 15, 2026, the Allen County Plan Commission conducted a public hearing on the proposal; and

WHEREAS, the Allen County Plan Commission held a public business meeting on January 22, 2026, to consider the proposal; and

WHEREAS, pursuant to Ind. Code § 36-7-4-605, the Allen County Plan Commission is hereby certifying its recommendation to the Board of Commissioners of the County of Allen concerning the proposal to amend the County Zoning Ordinance, which amends the text of the following Zoning Ordinance Articles: Article 2 (Zoning Districts), Article 3 (Development Processes and Standards), Article 4 (Additional General Standards), and Article 5 (Administration); and

NOW, THEREFORE, BE IT RESOLVED that the Allen County Plan Commission, after meeting in open session, hereby certifies to the Board of Commissioners of the County of Allen a favorable recommendation to amend the County Zoning Ordinance; and

BE IT FURTHER RESOLVED that the amendment of the County Zoning Ordinance shall have an effective date of April 8, 2026; and

BE IT FINALLY RESOLVED that the Executive Director of the Department of Planning Services is hereby directed to present a copy of this Resolution, along with the attached amendments, to the Board of Commissioners of the County of Allen, in accordance with Indiana law.

ADOPTED THIS 22nd day of January, 2026.

Benjamin J. Roussel

Benjamin J. Roussel
Executive Director
Secretary to the Commission

2/2/2026

date of signature

COMES NOW the Board of Commissioners of the County of Allen, State of Indiana, pursuant to authority vested in it by Indiana Code § 36-7 et. seq., as amended, and enacts the following ordinance.

**Allen County Code Title 3:
The Allen County Zoning Ordinance
Amendment No.**

WHEREAS, the Allen County Plan Commission initiated a proposal for the amendment of the Allen County Zoning Ordinance (Title 3 of the County Code), which amends the text of the following Zoning Ordinance Articles: Article 2 (Zoning Districts), Article 3 (Development Processes and Standards), Article 4 (Additional General Standards), and Article 5 (Administration); and

WHEREAS, the Allen County Plan Commission prepared the proposal so that it was consistent with Ind. Code § 36-7-4-601; and

WHEREAS, the Allen County Plan Commission provided for publication of a public hearing on the proposal in *The Journal Gazette*, according to law; and

WHEREAS, pursuant to Ind. Code § 36-7-4-604, on August 14, 2025, the Allen County Plan Commission conducted a public hearing on the proposal; and

WHEREAS, after deliberating, the Plan Commission adopted Findings of Fact for this Petition and resolved to recommend the amendment of the Allen County Zoning Ordinance (Title 3 of the County Code), which amends the text of the following Zoning Ordinance Articles: Article 2 (Zoning Districts), Article 3 (Development Processes and Standards), Article 4 (Additional General Standards), and Article 5 (Administration) now, therefore,

BE IT ORDAINED by the Board of Commissioners of the County of Allen, State of Indiana, that the Board concurs with the Plan Commission's recommendation and approves this Petition;

BE IT FURTHER ORDAINED that the Allen County Plan Commission's Findings of Fact for this Petition be adopted as the Findings of Fact for this Board;

ENACTED THIS _____ day of _____, 2026.

**THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN,
STATE OF INDIANA**

AYES	NAYS

Attest:

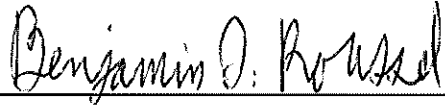
Chris Cloud
Deputy Auditor

ALLEN COUNTY PLAN COMMISSION
Findings of Fact • January 2026

PROPOSAL: Petition ZORD-2025-0018, Allen County Substantial Amendment "B"
APPLICANT: Department of Planning Services
REQUEST: To align the Commercial Communication Tower process with State procedures and update other BZA Procedures for clarity and staff efficiency.
AFFECTED AREA: Allen County planning jurisdiction

The Plan Commission recommends that Rezoning Petition ZORD-2025-0018 be returned to the Allen County Commissioners with a "Do Pass" recommendation.

These findings approved by the Allen County Plan Commission on January 22, 2026.



Benjamin J. Roussel
Executive Director
Secretary to the Commission

2025 DRAFT Allen County and Fort Wayne Zoning Ordinance

2025 Substantial Amendment B Amendments Summary

This set of 2025 Substantial Amendment B amendments is proposed to:

- 1) Align the Commercial Communication Tower process with State procedures; and
- 2) Update other BZA Procedures for clarity and staff efficiency.

A summary of the proposed 2025 Substantial Amendment B amendments are below; the proposed effective date is April 8, 2026. To maintain alignment with Allen County and Fort Wayne, the Grabill, Hometown, Monroeville and Woodburn ordinances may also be amended.

Draft Summary of Amendments			
No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
SU 1	Special Uses FW (65 et al) AC (14 et al)	§ 157.212 (C) et al / 3-2-3-3 et al Indiana limits local jurisdiction input on location of Commercial Communication Towers.	Removed the Commercial Communications Tower Special Use in A1, C1, C2, NC, SC, C3, C4, BTI, I1, I2, and I3 zoning districts.
SPR 1	Site Plan Review FW (179 et al) AC (149)	§ 157.302 (B) / 3-3-2-2 It is unclear when a Site Plan Review is required for a Commercial Communication Tower.	Added “New freestanding commercial communication tower, substantial modification of an existing freestanding commercial communication tower, and building mounted commercial communication tower that exceeds height limits.” to the Site Plan Review section of the zoning ordinance.
SC 1	Subdivision Control FW (185) AC (154)	§ 157.303(C)(2) / 3-3-3-3(b)(1) It is unclear what the standards are for a Commercial Communication Tower parcel.	Added “A division of a parcel of land for the transfer of a parcel of land to be used for a Commercial Communication Tower.” to the Exempt Divisions of Land section of the zoning ordinance.
DDS 1	Development Design Standards FW (206) AC (177)	§ 157.404 (B) / 3-4-4-2 It is unclear what the design standards are for a Commercial Communication Tower.	Added a Commercial Communication Tower Section to the Development Design Standards.

Draft Summary of Amendments

No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
DDS 2	Development Design Standards FW (222) AC (190)	§ 157.404 (Z) / 3-4-4-24 It is unclear what the design standards are for a Commercial Communication Tower.	Added, “(a) Tower setback requirements shall be determined by the fall zone details that specify the area in which the wireless support structure is designed to collapse; these must include engineering certification for the wireless support structure. (b) Gravel surface area is permitted for access, drive, ground equipment area, parking, and turn-around areas only. (c) Any compound and ground-equipment area shall be screened with a minimum 6 foot tall solid fence; if barb wire fencing is proposed as a part of the compound area adjacent to residential districts, it shall be permitted if an additional solid fence surrounds the barb wire fenced area and the height of the barb wire does not exceed the height of the exterior solid fence. (d) Parcel area shall include the fall zone area. (e) See (Roadway Easements) for additional access restrictions for any parcel created which does not have the required minimum lot width on an improved public street.” And a Process Table to the Commercial Communication Tower Section of the Development Design Standards.
DSWE 1	Development Standards Waivers and Exceptions FW (223) AC (193)	§ 157.405 (C) / 3-4-5-3 It is unclear what the height standards are for a Commercial Communication Tower.	Added Commercial Communication Tower to the Height Standards Exceptions section of the Development Standards Waivers and Exceptions.
PRO 1	Certificate of Use FW (349) AC (304)	§ 157.503 (B)(10) / 3-5-3-2 (j) It is unclear when a Certificate of Use is required for a Commercial Communication Tower.	Added “A non-substantial modification of an existing freestanding commercial communication tower and a building mounted commercial communication tower that does not exceed height limits which do not otherwise require an Improvement Location Permit shall require a Certificate of Use.” to the Certificate of Use section of the zoning ordinance.
PRO 2	Procedures AC (278) FW (355)	3-5-3-4 (a) / 157.503 (D)(1) Special Use Zoning Districts in the Special Uses Table need to be updated.	Updated Special Uses Table Accordingly.

Draft Summary of Amendments

No.	Keyword/Reference AC/FW	Issue	Proposed Amendments
PRO 3	Procedures FW (357) AC (277)	§ 157.503(D)(3)(a) / 3-5-3-4(c)(1) Clarify landscaping and parking standards are part of current Special Use Standards and Provisions in the Special Use section of Procedures.	Added “For all Special Use options available, landscape standards and parking shall be as determined by the Board of Zoning Appeals in its approval.” To the Additional Special Use Standards and Provisions section of the zoning ordinance.
PRO 4	Procedures FW (357) AC (277)	§ 157.503(D)(3)(a) / 3-5-3-4(c)(1) Indiana limits local jurisdiction input on location of Commercial Communication Towers.	Removed the Commercial Communications Tower Special Use Standards and Provisions.
PRO 5	Procedures AC (278)	3-5-3-4 (c)(4)(C) Parking standards are mentioned twice in Home Enterprise Special Use Standards of Allen County.	Removed “adequate on-site parking shall be provided for employee and client/customer parking...” from the Home Enterprise Special Use Standards and Provisions.
PRO 6	Procedures FW (361) AC (281)	§ 157.503 (F)(1) / 3-5-3-6 (a) Align Use Variance Section with Special Use Section.	Replaced, “The Board of Zoning Appeals may approve variances of use pursuant to IC 36-7-4-918.4 if the Board makes a written determination that:” with “Criteria for Approval of Use Variance: The Board of Zoning Appeals may approve variances of use pursuant to IC 36-7-4-918.4 if the Board makes a written determination that” to the use variance section of the zoning ordinance.
PRO 7	Procedures FW (361) AC (281)	§ 157.503 (F)(2) / 3-5-3-6 (b) Align Use Variance Section with Special Use Section.	Added, “(b) Additional Use Variance Standards and Provisions (1) For all Use Variance applications, landscape standards and parking shall be as determined by the Board of Zoning Appeals in its approval.” to the use variance section of the zoning ordinance.
DEF 1	Definitions FW (399) AC (315)	§ 157.506 (B) / 3-5-6-2 The definition of “commercial communications tower” does not clarify certain mounting types of communications towers.	Added, “Where permitted, commercial communications towers may be freestanding or building-mounted.” to the definition of commercial communication tower.
DEF	Definitions FW (456) AC (406)	§ 157.506 (B) / 3-5-6-2 The universality of commercial communications towers is unclear in the zoning ordinance.	Added “commercial communications tower” to the list of universally permitted uses. A footnote was added to refer to additional design standards.

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

- (1) Animal service, indoor;
- (2) Automatic teller machine (ATM) (stand-alone);
- (3) Club, private;
- ~~(4)~~ ~~Commercial communication tower~~ (see §157.503(D)(3)(a) for additional standards);
- ~~(5)~~(4) Community garden that includes a structure;
- ~~(6)~~(5) **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
- ~~(7)~~(6) Group residential facility (large) (if adjacent to a residential district);
- ~~(8)~~(7) **Home business** (in an existing **single family detached dwelling** only; see §157.503(D)(3)(b) for additional standards);
- ~~(9)~~(8) Homeless shelter (if adjacent to a residential district, or accessory to a religious institution);
- ~~(10)~~(9) **Manufactured home, Type II** (see §157.503(D)(3)(e) for additional standards);
- ~~(11)~~(10) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**, excluding **gas station uses**);
- ~~(12)~~(11) **Parking area** (as a **primary use**, a **special use** shall not be required for a universally permitted **off-site parking area**);
- ~~(13)~~(12) Recreation use, outdoor (athletic field, riding stable, swim club, tennis club);
- ~~(14)~~(13) Religious institution or non-public school illuminated athletic field(s);
- ~~(15)~~(14) Residential facility for a court-ordered re-entry program;
- ~~(16)~~(15) Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district);
- ~~(17)~~(16) Retail: **art gallery**, **bakery** goods, **coffee shop**, candy store, delicatessen, florist, ice cream store, jewelry sales, medical supply sales, musical instrument store, sandwich **shop**, tea room (this **special use** shall only be permitted to allow for the conversion of an existing **building**; allowed up to 2,500 square feet; **drive-through facilities** shall not be permitted as part of this **special use**);
- ~~(18)~~(17) **Sign** (temporary **subdivision** direction);
- ~~(19)~~(18) **Solar panel (ground mounted)**;
- ~~(20)~~(19) Tattoo establishment;
- ~~(21)~~(20) **Utility facility, private** (not otherwise permitted or exempt);
- ~~(22)~~(21) **Wind energy conversion system, standard** (or more than one (1) micro system); and
- ~~(23)~~(22) **Wind energy conversion system, micro** (on land adjacent to a residential district).

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

- (1) Automobile maintenance (quick service);
- ~~(2)~~ ~~Commercial communication tower~~ (see §157.503(D)(3)(a) for additional standards);
- ~~(3)~~(2) **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
- ~~(4)~~(3) **Gas station** (except when a **gas station** site is **adjacent** to a **residential district**, or is on a **street** that is directly opposite from a **residential district**);

The **Board** may consider the **gas station** size, **building/canopy** orientation, general **design standards**, and specific **primary building** orientation design requirements set forth for **gas stations** in §157.219(C)(7) (Downtown Edge **district**);
- ~~(5)~~(4) **Greenhouse** (retail);
- ~~(6)~~(5) Group residential facility (large) (if adjacent to a residential district);
- ~~(7)~~(6) **Home business** (in an existing **single family detached dwelling** only; see §157.503(D)(3)(b) for additional standards);
- ~~(8)~~(7) Homeless shelter (if adjacent to a residential district, or accessory to a religious institution);
- ~~(9)~~(8) **Manufactured home, Type II** (see §157.503(D)(3)(e) for additional standards);
- ~~(10)~~(9) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**, excluding **gas station uses**);
- ~~(11)~~(10) Outdoor **use** (in conjunction with a permitted **primary use**);
- ~~(12)~~(11) Parking area (as a primary use, if adjacent to a residential district); a special use shall not be required for a universally permitted off-site parking area;
- ~~(13)~~(12) Plant nursery;
- ~~(14)~~(13) Recreation area (including accessory recreation areas);
- ~~(15)~~(14) Recreation facility (if adjacent to a residential district);
- ~~(16)~~(15) Religious institution or non-public school illuminated athletic field(s);
- ~~(17)~~(16) Residential facility for a court-ordered re-entry program;
- ~~(18)~~(17) Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district);
- ~~(19)~~(18) Shooting range (indoor);
- ~~(20)~~(19) **Sign** (temporary **subdivision** direction);
- ~~(21)~~(20) **Solar panel (ground mounted)**;
- ~~(22)~~(21) **Utility facility, private** (not otherwise permitted or exempt);
- ~~(23)~~(22) **Wind energy conversion system, standard** (or more than one (1) micro system); and
- ~~(24)~~(23) **Wind energy conversion system, micro** (on land adjacent to a residential district).

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

(1) Automobile maintenance (quick service);

~~(2) Commercial communication tower (see §157.503(D)(3)(a) for additional standards);~~

~~(3)(2) Educational institution-associated uses~~ (on non-contiguous properties, not otherwise permitted);

~~(4)(3) Gas station~~ (except when a **gas station** site is **adjacent** to a **residential district**, or is on a **street** that is directly opposite from a **residential district**);

The **Board** may consider the **gas station** size, **building/canopy** orientation, general **design standards**, and specific **primary building** orientation design requirements set forth for **gas stations** in §157.219(C)(7) (Downtown Edge **district**);

~~(5)(4) Greenhouse~~ (retail);

~~(6)(5) Group residential facility~~ (large) (if adjacent to a residential district);

~~(7)(6) Home business~~ (in an existing single **family detached** dwelling only; see §157.503(D)(3)(b) for additional standards);

~~(8)(7) Homeless shelter~~ (if adjacent to a residential district, or accessory to a religious institution);

~~(9)(8) Manufactured home, Type II~~ (see §157.503(D)(3)(e) for additional standards);

~~(10)(9) Nonconforming use~~ (expansion of existing **nonconforming use**, or allow conforming status to existing **use**, excluding **gas station uses**);

~~(11)(10) Outdoor use~~ (in conjunction with a permitted **primary use**);

~~(12)(11) Parking area~~ (as a primary use, if **adjacent** to a **residential district**); a **special use** shall not be required for a universally permitted **off-site parking area**;

~~(13)(12) Plant nursery~~;

~~(14)(13) Recreation area~~ (including accessory recreation areas);

~~(15)(14) Recreation facility~~ (if adjacent to a residential district);

~~(16)(15) Religious institution or non-public school illuminated athletic field(s)~~;

~~(17)(16) Residential facility for a court-ordered re-entry program~~;

~~(18)(17) Residential facility for homeless individuals~~ (for up to eight (8) individuals, if adjacent to a residential district);

~~(19)(18) Sign~~ (temporary **subdivision** direction);

~~(20)(19) Solar panel (ground mounted)~~;

~~(21)(20) Utility facility, private~~ (not otherwise permitted or exempt);

~~(22)(21) Wind energy conversion system, standard~~ (or more than one (1) micro system); and

~~(23)(22) Wind energy conversion system, micro~~ (on land adjacent to a residential district).

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

- (1) Automobile maintenance (quick service);
- ~~(2)~~ ~~Commercial communication tower (see §157.503(D)(3)(a) for additional standards);~~
- ~~(3)~~~~(2)~~ **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
- ~~(4)~~~~(3)~~ **Greenhouse** (retail);
- ~~(5)~~~~(4)~~ Group residential facility (large) (if adjacent to a residential district);
- ~~(6)~~~~(5)~~ **Home business** (in an existing single **family detached** dwelling only; see §157.503(D)(3)(b) for additional standards);
- ~~(7)~~~~(6)~~ Homeless shelter (if adjacent to a residential district, or accessory to a religious institution);
- ~~(8)~~~~(7)~~ **Manufactured home, Type II** (see §157.503(D)(3)(e) for additional standards);
- ~~(9)~~~~(8)~~ **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
- ~~(10)~~~~(9)~~ Parking area (as a primary use, if adjacent to a residential district; a special use shall not be required for a universally permitted off-site parking area);
- ~~(11)~~~~(10)~~ Plant nursery;
- ~~(12)~~~~(11)~~ Recreation area (including accessory recreation areas);
- ~~(13)~~~~(12)~~ Recreation facility (if adjacent to a residential district);
- ~~(14)~~~~(13)~~ Religious institution or non-public school illuminated athletic field(s);
- ~~(15)~~~~(14)~~ Residential facility for a court-ordered re-entry program;
- ~~(16)~~~~(15)~~ Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district);
- ~~(17)~~~~(16)~~ Shooting range (indoor);
- ~~(18)~~~~(17)~~ **Sign** (temporary **subdivision** direction);
- ~~(19)~~~~(18)~~ **Solar panel (ground mounted)**;
- ~~(20)~~~~(19)~~ **Utility facility, private** (not otherwise permitted or exempt);
- ~~(21)~~~~(20)~~ **Wind energy conversion system, standard** (or more than one (1) micro system); and
- ~~(22)~~~~(21)~~ **Wind energy conversion system, micro** (on land adjacent to a residential district).

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

- ~~(1)~~ ~~Commercial communication tower~~ (see §157.503(D)(3)(a) for additional standards);
- ~~(2)~~(1) **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
- ~~(3)~~(2) Group residential facility (large) (if adjacent to a residential district);
- ~~(4)~~(3) **Home business** (in an existing single **family detached** dwelling only; see §157.503(D)(3)(b) for additional standards);
- ~~(5)~~(4) Homeless shelter (if adjacent to a residential district, or accessory to a religious institution);
- ~~(6)~~(5) **Manufactured home, Type II** (see §157.503(D)(3)(e) for additional standards);
- ~~(7)~~(6) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing use);
- ~~(8)~~(7) **Parking area** (as a **primary use**, if **adjacent** to a **residential district**); a special use shall not be required for a universally permitted off-site parking area;
- ~~(9)~~(8) **Recreation use, outdoor** (amusement park, go-cart facility, **stadium/race track**, and water park, only; if **adjacent** to a **residential district**);
- ~~(10)~~(9) Residential facility for a court-ordered re-entry program;
- ~~(11)~~(10) Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district);
- ~~(12)~~(11) **Sign** (temporary subdivision direction);
- ~~(13)~~(12) **Solar panel (ground mounted)**;
- ~~(14)~~(13) Tree service;
- ~~(15)~~(14) **Utility facility, private** (not otherwise permitted or exempt);
- ~~(16)~~(15) **Wind energy conversion system, standard** (or more than one (1) micro system); and
- ~~(17)~~(16) **Wind energy conversion system, micro** (on land adjacent to a residential district).

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

- ~~(1)~~ ~~Commercial communication tower~~ (see §157.503(D)(3)(a) for additional standards);
- ~~(2)~~(1) **Educational institution-associated uses** (on non-contiguous properties, not otherwise permitted);
- ~~(3)~~(2) Group residential facility (large) (if adjacent to a residential district);
- ~~(4)~~(3) **Home business** (in an existing **single family detached dwelling** only; see §157.503(D)(3)(b) for additional standards);
- ~~(5)~~(4) Homeless shelter (if adjacent to a residential district, or accessory to a religious institution);
- ~~(6)~~(5) **Manufactured home, Type II** (see §157.503(D)(3)(e) for additional standards);
- ~~(7)~~(6) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing use);
- ~~(8)~~(7) **Parking area** (as a **primary use**, if **adjacent** to a **residential district**; a special use shall not be required for a universally permitted off-site parking area);
- ~~(9)~~(8) **Recreation use, outdoor** (amusement park, go-cart facility, **stadium/race track**, and water park, only; if **adjacent** to a **residential district**);
- ~~(10)~~(9) Residential facility for a court-ordered re-entry program;
- ~~(11)~~(10) Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district);
- ~~(12)~~(11) Shooting range (outdoor);
- ~~(13)~~(12) **Sign** (temporary **subdivision** direction);
- ~~(14)~~(13) **Solar panel (ground mounted)**;
- ~~(15)~~(14) Tree service;
- ~~(16)~~(15) **Utility facility, private** (not otherwise permitted or exempt);
- ~~(17)~~(16) **Wind energy conversion system, standard** (or more than one (1) micro system); and
- ~~(18)~~(17) **Wind energy conversion system, micro** (on land adjacent to a residential district).

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

- ~~(1)~~ ~~Commercial communication tower~~ (see §157.503(D)(3)(a) for additional standards);
- ~~(2)~~(1) Illuminated recreation field (if adjacent to a residential district);
- ~~(3)~~(2) **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);
- ~~(4)~~(3) **Sign** (temporary **subdivision** direction);
- ~~(5)~~(4) Solar panel (ground-mounted);
- ~~(6)~~(5) **Wind energy conversion system, micro** (on land **adjacent** to a **residential district**, or to erect an additional micro system or systems); and
- ~~(7)~~(6) **Wind energy conversion system, standard** (on land of under two (2) acres, or on land adjacent to a residential district).

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

(1) Automobile service, general (excluding gas station uses);

~~(2) Commercial communication tower (see §157.503(D)(3)(a) for additional standards);~~

~~(3)(2) Gas station~~

The **Board** may consider the **gas station** size, **building/canopy** orientation, general **design standards**, and specific **primary building** orientation design requirements set forth for **gas stations** in §157.219(C)(7) (Downtown Edge **district**);

~~(4)(3) Group residential facility (large) (if adjacent to a residential district);~~

~~(5)(4) Growing/processing/raising of natural products;~~

~~(6)(5) Illuminated recreation field (if adjacent to a residential district);~~

~~(7)(6) Metal and plastic extrusion and molding facility;~~

~~(8)(7) Metal cutting facility;~~

~~(9)(8) Metal fabricating facility;~~

~~(10)(9) Metal processing facility (anodizing, buffing, galvanizing, plating, and polishing);~~

~~(11)(10) Nonconforming use (expansion of existing **nonconforming use**, or allow conforming status to existing **use**, excluding **gas station uses**);~~

~~(12)(11) Parking area (as a primary use, if adjacent to a residential district); a special use shall not be required for a universally permitted off-site parking area;~~

~~(13)(12) Processing facility (small scale);~~

~~(14)(13) Residential facility for a court-ordered re-entry program;~~

~~(15)(14) Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district);~~

~~(16)(15) Sheet metal fabrication and/or processing;~~

~~(17)(16) Sign (temporary **subdivision** direction);~~

~~(18)(17) Solar panel (ground-mounted);~~

~~(19)(18) Wind energy conversion system, micro (on land **adjacent** to a **residential district**, or to erect an additional micro system or systems); and~~

~~(20)(19) Wind energy conversion system, standard (on land of under two (2) acres, or on land adjacent to a residential district).~~

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

(1) Animal **slaughter house** (outdoor);

~~(2) Commercial communication tower (see §157.503(D)(3)(a) for additional standards);~~

~~(3)(2) Fuel storage facility;~~

~~(4)(3) Gas station;~~

The **Board** may consider the **gas station** size, **building/canopy** orientation, general **design standards**, and specific **primary building** orientation design requirements set forth for **gas stations** in §157.219(C)(7) (Downtown Edge **district**);

~~(5)(4) Group residential facility (large) (if adjacent to a residential district);~~

~~(6)(5) Illuminated recreation field (if adjacent to a residential district);~~

~~(7)(6) Junk yard (outdoor);~~

~~(8)(7) Motor vehicle storage yard;~~

~~(9)(8) Nonconforming use (expansion of existing nonconforming use, or allow conforming status to existing use, excluding gas station uses);~~

~~(10)(9) Parking area (as a primary use, if adjacent to a residential district); a special use shall not be required for a universally permitted off-site parking area;~~

~~(11)(10) Parking or outdoor display area, gravel (not otherwise permitted);~~

~~(12)(11) Processing facility for: animals (includes skins, hides, or reduction of animal matter; outdoor) or animal products (outdoor);~~

~~(13)(12) Residential facility for a court-ordered re-entry program;~~

~~(14)(13) Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district);~~

~~(15)(14) Salvage yard (outdoor);~~

~~(16)(15) Sawmill;~~

~~(17)(16) Sign (temporary subdivision direction);~~

~~(18)(17) Solar panel (ground-mounted);~~

~~(19)(18) Solid waste transfer station;~~

~~(20)(19) Wind energy conversion system, micro (on land adjacent to a residential district, or to erect an additional micro system or systems); and~~

~~(21)(20) Wind energy conversion system, standard (on land of under two (2) acres, or on land adjacent to a residential district).~~

FORT WAYNE ZONING ORDINANCE

(C) Special Uses

The following **uses** may be approved by the **Board of Zoning Appeals** after the filing of a **special use** petition:

~~(1) Commercial communication tower (see §157.503(D)(3)(a) for additional standards);~~

~~(2)(1)~~ Group residential facility (large) (if adjacent to a residential district);

~~(3)(2)~~ Illuminated recreation field (if adjacent to a residential district);

~~(4)(3)~~ **Nonconforming use** (expansion of existing **nonconforming use**, or allow conforming status to existing **use**);

~~(5)(4)~~ **Open use of land** (not otherwise permitted);

~~(6)(5)~~ Parking or **outdoor display** area, gravel (not otherwise permitted);

~~(7)(6)~~ Residential facility for a court-ordered re-entry program;

~~(8)(7)~~ Residential facility for homeless individuals (for up to eight (8) individuals, if adjacent to a residential district);

~~(9)(8)~~ Sawmill;

~~(10)(9)~~ **Sign** (temporary **subdivision** direction);

~~(11)(10)~~ Solar panel (ground-mounted);

~~(12)(11)~~ **Wind energy conversion system, micro** (on land **adjacent** to a **residential district**, or to erect an additional micro system or systems); and

~~(13)(12)~~ **Wind energy conversion system, standard** (on land of under two (2) acres, or on land adjacent to a residential district).

FORT WAYNE ZONING ORDINANCE

§ 157.302 SITE PLAN REVIEW

(A) Purpose

The purpose of this section is to:

- (1) Provide a process that allows for administrative review of certain projects for compliance with the provisions of this ordinance;
- (2) In the DC and DE **districts**, establish plan documentation and supporting information that must be submitted to allow for the review of a project, including design review; and
- (3) Allow reviewing staff to provide input on proposed projects.

(B) When Required

Except as excluded in §157.302(C), any proposal for a new **building** or **structure** or **addition** to an existing **building** in the following categories that does not require the submission of a Development Plan under the provisions of §157.301, requires submittal, review and approval through the Site Plan Review process:

- (1) New individual **multiple family buildings** of over two (2) units;
- (2) A nonresidential **structure** or **building** (including a single **building** on an individual **lot** or **development site**, an **accessory structure** or **building**, **additions** to an existing **building**, a **gas station canopy** or pumps, and an outdoor eating/drinking/smoking area);
- (3) If the **Commission, Board**, or Hearing Officer determines in the course of application review that the proposal is large, complex, or raises potential unanticipated **development** impacts, the **Commission, Board**, or Hearing Officer may require that the proposed project complete the Site Plan Review process.

~~(3)~~(4) New freestanding **commercial communication tower**, substantial modification of an existing freestanding **commercial communication tower**, and building mounted **commercial communication tower** that exceeds height limits (see § 157.404 (Z)).

(C) Exclusion

Projects of less than 1,000 square feet that do not have sanitary sewer or water facilities and fire sprinkler systems (including mobile classrooms but excluding **gas station canopies** or outdoor eating/drinking/smoking areas), shall be exempt from the Site Plan Review process. Temporary construction or temporary sales/leasing facilities that do not have water and sanitary sewer connections shall also be exempt from the Site Plan Review process.

(D) Pre-Application Meetings

- (1) Prior to the submission of an application for approval of a Site Plan, a pre-application meeting between **DPS** staff and the applicant is recommended. The purpose of the pre-application meeting is to:
 - (a) Acquaint the applicant with the standards, procedures, and requirements of this ordinance and any other applicable standards or requirements;
 - (b) Review the Site Plan Review process procedures and submittal requirements;
 - (c) Acquaint the applicant with any potential issues or problems regarding the specific site or surrounding area, including **significant** cost or permit delay issues; and
 - (d) Provide the applicant with a list of application submittal requirements based on the nature and size of the proposed **development**.

FORT WAYNE ZONING ORDINANCE

(2) Exempt Divisions of Land

(a) Exempt Divisions

The following divisions of land do not have to obtain approval of a **Minor Subdivision plat** pursuant to §157.303(C)(3) or a **Major Subdivision plat** pursuant to §157.303(C)(4).

- (i) All **lots** in a recorded **subdivision** at the time of adoption of this ordinance shall not be required to meet the regulations of this section;
- (ii) The **conveyance** of land located within a Development Plan that has been approved by the **Commission**, including projects where:
 - [A] The **Commission** has granted secondary approval; and
 - [B] Improvement Location Permits and Certificates of Compliance have been issued for the entire development.
- (iii) A division of a **parcel** of land for the transfer of a **parcel** of land to correct errors in an existing legal description, provided that no additional **building** sites are created;
- (iv) A **conveyance** of a **parcel** of land pursuant to a distribution of land to a devisee, legatee or other heir pursuant to a last will and testament or intestate proceeding;
- (v) The **conveyance** of **parcel(s)** of land to one or both parties in a divorce proceeding pursuant to a court order regarding disposition of marital assets;
- (vi) A division of a **parcel** of land for federal, state, or local government to acquire for public purposes;
- (vii) A division of land resulting in the transfer or sale of land between contiguous **parcels** of land, provided that no additional **building** sites are created by the **subdivision**; and
- (viii) A division of a **parcel** of land into **cemetery** plots.
- (viii)(ix) A division of a **parcel** of land for the transfer of a **parcel** of land to be used for a **Commercial Communication Tower**.

(b) Administrative Approval Required

- (i) A division of land that does not constitute a **subdivision** as defined in this ordinance must be submitted for administrative approval. Only one administrative approval shall be permitted off of an existing **parcel** in a 12 month period.
- (ii) The application shall be reviewed for compliance with the requirements of the ordinance and to confirm that each affected **lot** is served by public water and public sewer and must have immediate access to an improved public **right-of-way**. Immediate access shall be **frontage** on an improved **right-of-way**, or an alternative access approved by the Fort Wayne Traffic Engineering Department.
- (iii) Applications shall be approved providing that all affected **parcels** meet or exceed these minimum standards.
- (iv) The approved application will be returned to the applicant and must be recorded by the applicant within one year of approval or the approval will be null and void.

FORT WAYNE ZONING ORDINANCE

(B) Applicability

All Development Plans, Site Plan Reviews and **Subdivisions** shall comply with each of the standards shown in the table below.

DEVELOPMENT DESIGN STANDARD APPLICABILITY					
Standard	Section	DP	SP	MJS	MNS
Access	§157.404(D)	✓	✓	✓	✓
Airport overlay districts	§157.404(E)	✓	✓	✓	✓
Block layout	§157.404(F)			✓	
Easements	§157.404(G)	✓	✓	✓	✓
Floodplain	§157.404(H)	✓	✓	✓	✓
Landscape standards	§157.404(I)	✓	✓		
Lot standards	§157.404(J)			✓	✓
Natural site features	§157.404(K)	✓		✓	✓
Open space and recreation amenities	§157.404(L)			✓	
Parking	§157.404(M)	✓	✓		
Pedestrian circulation	§157.404(N)	✓	✓	✓	
Residential impact mitigation	§157.404(O)	✓	✓		
Sanitary sewer	§157.404(P)	✓	✓	✓	✓
Signs	§157.404(Q)	✓	✓	✓	✓
Site lighting	§157.404(R)	✓	✓		
Storm drainage	§157.404(S)	✓	✓	✓	✓
Street lighting	§157.404(T)	✓	✓	✓	
Vehicle circulation and streets	§157.404(U)	✓	✓	✓	✓
Water	§157.404(V)	✓	✓	✓	✓
Zoning district standards <ul style="list-style-type: none"> • Building Separation • Building Size • Number of Buildings on a Lot • Height • Lot Area and Width • Yard Requirements • Zoning Overlay Districts 	§157.404(W)	✓	✓	✓	✓
Design standards (DC and DE)	§157.404(X)	✓	✓		
Riverfront overlay district (DC and DE)	§157.404(Y)	✓	✓		
Commercial Communication Towers	<u>§157.404(Z)</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
KEY					
DP = Development Plan	SP = Site Plan	MJS = Major Subdivision	MNS = Minor Subdivision	✓ = Standard is applicable	

FORT WAYNE ZONING ORDINANCE

- (iii) Parking structures shall be exempt from maximum parking requirements.
- (iv) Parking garage openings may remain unenclosed for ventilation.
- (v) Parking structures not integrated within the footprint of a new building for a permitted primary use shall require a Special Use approval. In addition to stand-alone parking structures meeting the requirements set forth in §157.404(X), the Board shall evaluate the request based on the following standards and guidelines:
 - [A] The stand-alone parking structure shall either be screened by architectural features or be compatible with one or more structures surrounding to the parking structure.
 - [B] The parking structure shall meet all applicable primary structure setbacks and height standards based on the underlying zoning district.
 - [C] If the setback is greater than zero, Parking Structure Landscaping Zoning Ordinance Standards are required.
- (o) Site Lighting
 - (i) The use of spotlights, floodlights, and searchlights shall be prohibited except for short-term events of up to seven (7) days.
- (p) Townhouse Complexes
 - (i) Townhouse units shall only be connected to other units on the sides of the unit (each unit shall have its own exterior front and rear **walls**).
 - (ii) No single **building** shall have more than ten (10) ground floor units.
 - (iii) Units shall not have garage doors facing public streets.

(Y) Riverfront Overlay District

All development proposals shall also be subject to the applicable provisions of the Riverfront Overlay District as set forth in §157.410.

(Z) Commercial Communication Tower

- (a) Tower setback requirements shall be determined by the fall zone details that specify the area in which the wireless support structure is designed to collapse; these must include engineering certification for the wireless support structure.
- (b) Gravel surface area is permitted for access, drive, ground equipment area, parking, and turn-around areas only.
- (c) Any compound and ground-equipment area shall be screened with a minimum 6 foot tall solid fence; if barb wire fencing is proposed as a part of the compound area adjacent to residential districts, it shall be permitted if an additional solid fence surrounds the barb wire fenced area and the height of the barb wire does not exceed the height of the exterior solid fence.
- (d) Parcel area shall include the fall zone area.
- (e) See (Roadway Easements) for additional access restrictions for any parcel created which does not have the required minimum lot width on an improved public street.

FORT WAYNE ZONING ORDINANCE

§ 157.405 DEVELOPMENT STANDARDS WAIVERS AND EXCEPTIONS

(A) Minor and Major Subdivisions

No **waiver** of design and **development** standards is permitted on an application for **Minor Subdivision** or **Major Subdivision** approval, unless the design and **development** standards are modified by a variance of **development** standards approved by the **Board of Zoning Appeals** pursuant to §157.503(E), except that for a **Major Subdivision**, the **Plan Commission** may allow a reduced rear yard **setback** of no less than 15 feet for **lots** that are adjacent to common area.

(B) Development Plans

The following shall apply to **waivers** to design and **development** standards on Development Plans, other than those downtown **design standards** in §157.404(X).

(1) Authority

Pursuant to I.C. 36-7-1402(b)(4), the **Plan Commission** may waive a design or **development** standard listed in §157.404(C) through (W) as set forth below, except as set forth in subsection (2) below, based on the criteria in subsection (3) below:

(2) Exceptions

The following standards may only be varied by the **Board of Zoning Appeals** through the variance process described in §157.503(E).

- (a) Pedestrian circulation standards in §157.404(N); and
- (b) Residential impact **mitigation** standards in §157.404(O).

(3) Criteria

Except for the standards listed in §157.405(B)(2) above, the **Commission** may waive or adjust those design and **development** standards as part of its approval of a Primary or Secondary Development Plan if it determines in writing that:

- (a) The **waiver** or modification is in conformance with the purposes and intent of this ordinance along with the objectives and policies of the **Comprehensive Plan**;
- (b) The applicant has submitted adequate evidence to demonstrate that the requested **waiver** or modification will not have a **significant** impact on contiguous residential properties; and
- (c) The failure to grant the requested **waiver** would result in practical difficulties in the **use** of the property for the proposed **development**.

(C) Height Standards Exceptions

Except within the **Airport Overlay District** areas, the following **buildings** or **structures** shall be exempt from the height limitations herein (however, no **building** or **structure** shall provide additional inhabitable floor space above the height limit):

(1) **Amateur radio towers/antennae** (freestanding or **building** mounted);

~~(2)~~ (2) Chimneys;

~~(2)~~~~(3)~~ **Commercial Communication Tower**;

~~(3)~~~~(4)~~ Fire or parapet **walls**;

~~(4)~~~~(5)~~ Flagpoles;

~~(5)~~~~(6)~~ Grain elevators;

FORT WAYNE ZONING ORDINANCE

(9) Certificate of Compliance

- (a) After the issuance of an **Improvement Location Permit** for a **building** or **structure**, no occupancy or **use** of that **building** or **structure** shall take place prior to the issuance of a **Certificate of Compliance** for the **building** or **structure**. Upon the completion of the construction included with the issued **Improvement Location Permit**, the **DPS** staff shall take the following actions:
 - (i) If the construction is in full compliance with the requirements of this ordinance, the requested **Certificate of Compliance** shall be issued to the **Allen County Building Department**. However, if another review entity has placed a **condition** on the issuance of the **Certificate of Compliance** as a result of a **DPS** distribution for review, the issuance of the **Certificate of Compliance** may be delayed until the **conditions** of that reviewing entity are satisfied.
 - (ii) If the **Certificate of Compliance** cannot be issued, the **DPS** staff shall advise the applicant of the reason(s) the compliance cannot be issued. It shall be the applicant's or the designated project representative's responsibility to resolve all outstanding issues, provide any requested information, or schedule any required inspections. The requested **Certificate of Compliance** shall not be issued until all outstanding issues are adequately addressed.
- (b) Any approved **Certificate of Compliance** may be revoked and declared void by the **Zoning Administrator** in the following situations:
 - (i) If a **Certificate of Compliance** was issued based on the acceptance of a letter of **commitment** for compliance on a future date that was not fulfilled as specified; or
 - (ii) If a **Certificate of Compliance** approving a certain **use** was issued and the **use** is no longer in compliance with the provisions of this ordinance.
- (c) If the **Zoning Administrator** determines that any of the situations listed in subsection (9)(a)(ii) or (9)(b) above exists, the **Zoning Administrator** shall notify the applicant, specify the areas of noncompliance and establish a timeframe for the **use** to be brought into full compliance. If the construction, site, or **use** is not brought into compliance within the timeframe specified the **Certificate of Compliance** shall be revoked and declared void. A new application, filing **fee**, review and approval shall be required to obtain another **Certificate of Compliance**.

(10) Certificate of Use

In order for a landowner, tenant, or occupant to change any **use** of real estate to another **use** permitted in the **zoning district**, the landowner, tenant, or occupant shall apply for a **Certificate of Use**. The **Certificate of Use** shall certify only that the change in **use** of the real estate is permitted in the **zoning district** and complies with the **use** provisions of the applicable **zoning district**. A new outside **storage** area which does not otherwise require an **Improvement Location Permit** shall require a **Certificate of Use**. A non-substantial modification of an existing freestanding commercial communication tower and a building mounted commercial communication tower that does not exceed height limits which do not otherwise require an Improvement Location Permit shall require a Certificate of Use (see § 157.404 (Z)).

FORT WAYNE ZONING ORDINANCE

(D) Special Uses

(1) List of Special Uses

The following **special uses** may be permitted by the **Board of Zoning Appeals** in the **zoning districts** shown in the table below, after public hearing pursuant to §157.503(A)(1). To approve a **special use**, the **Board** shall determine that the application meets the criteria in §157.503(D)(2) below and any other requirements stated for the specific **use** in this ordinance. The **Board** may impose reasonable **conditions** as part of its approval.

In addition, as set forth in §157.411(I) of the **Airport Overlay Districts** provisions, certain **uses** shall also require approval of a **special use**, even in cases where the **use** is a permitted **use** in the existing underlying **zoning district**.

SPECIAL USES	
Special Use	District(s) Where Allowed
Accessory building , as a primary building , on a site of at least five (5) acres	AR
Accessory dwelling unit (freestanding)	AR, R1, R2, R3, RP, MHS, DE, and UC
Airstrip/heliport (for corporate or multiple owner use)	AR
Animal keeping (outdoor, small animal)	R1, R2, R3, RP, MHS, DC, DE and UC
Animal service, indoor	C1
Automatic teller machine (ATM) (stand-alone)	C1
Automobile maintenance (quick service)	C2, NC, and SC
Automobile Service, General (excluding gas station uses)	I1
Bed and breakfast	AR, R1, R2, R3, RP and MHS
Boarding house	AR, R1, R2, R3, RP, MHS and DE
Child care home (class II)	AR, R1, R2, R3, RP, MHS, DE and UC
Club, private ⁽¹⁾	R1, R2, R3, RP, MHS and C1
Commercial communication tower ⁽²⁾	C1, C2, NC, SC, C3, C4, BTI, I1, I2 and I3
Community facility not otherwise permitted (transitional use)	R1, R2, R3, RP and MHS
Community garden that includes a structure	AR, R1, R2, R3, RP, MHS, C1, DC, DE and UC
Container home ⁽²⁾	AR, R1, R2, R3, RP, MHS, DE and UC
Country club	AR, R1, R2, R3, RP and MHS
Educational institution (not otherwise permitted)	AR, R1, R2, R3, RP and MHS ⁽¹⁾
Educational institution associated facilities, uses , and areas (on noncontiguous properties)	AR, R1, R2, R3, RP and MHS
Educational institution -associated uses (on non-contiguous properties, not otherwise permitted)	C1, C2, NC, SC, C3, C4, DE, and UC
Emergency response facility (transitional use)	R1, R2, R3, RP and MHS
Flood control improvement project/non-permitted fill , private	Any district
Fraternity house	DE and UC
Fuel storage facility	I2
Funeral home	AR, R1, R2, R3, RP and MHS

FORT WAYNE ZONING ORDINANCE

(2) Criteria for Approval of **Special Use**

In reviewing an application for any **special use**, the **Board** may consider the location and size of the **use**; the nature and intensity of the operations involved in or conducted in connection with it; and its site layout, including access provisions and parking requirements, and may approve a **special use** if the **Board** determines that:

- (a) The proposed **use** will not be unduly detrimental to the **use**, value, pattern of **development**, or growth of the surrounding area;
- (b) The location, size, intensity, site design, and operation of the proposed **use** will be compatible with the immediate area;
- (c) Adequate storm drainage, water, sanitary disposal, other utility, and transportation **infrastructure** either currently exists or will be provided to serve the proposed **use**; and
- (d) If the application is for one of the following listed **uses**, in addition to the criteria above, the **Board** shall also determine that the proposed **use** will not be injurious to the public health, safety, or welfare of the community:
 - (i) **Airstrip/heliport** (corporate/multiple **owner use**);
 - (ii) Arena;
 - (iii) **Recreation facility or use** (not otherwise permitted);
 - (iv) Sanitary landfill;
 - (v) **Shooting range** (indoor or outdoor);
 - (vi) Solid waste transfer station;
 - (vii) Stadium/racetrack;
 - (viii) Utility facility, private.

(3) Additional **Special Use** Standards and Provisions

The following standards shall apply as applicable to applications for the noted **special use** approvals.

(a) For all **Special Use** options available, landscape standards (§157.404(I)) and parking (§157.404(M)) shall be as determined by the Board of Zoning Appeals in its approval.

~~Commercial communication tower~~

- ~~(i) A **special use** shall not be required for a wireless support **structure**, as defined in I.C. 8-1-32, 3-14, if the proposed wireless support **structure** is located within the **City right-of-way**.~~
- ~~(ii) A **special use** shall not be required for the location of additional cabinets or shelters for an existing tower~~
- ~~(iii) A **special use** shall not be required for the co-location of antennae in any **district** on an existing **building** or **structure**. Antennae shall be permitted to extend up to twenty (20) feet above the existing **building** or **structure**. A **Certificate of Compliance** shall be obtained for all antennae locations and co-locations.~~

FORT WAYNE ZONING ORDINANCE

~~(iv) In addition to meeting the requirements set forth in §157.503(D)(2) the Board shall also find the following as a part of its approval:~~

~~[A] The proposed communication tower is necessary to serve either new providers of service, or documented service gaps in the immediate area; and~~

~~[B] The applicant is unable to locate or co-locate on an existing structure.~~

~~(v) New communication towers approved by the Board of Zoning Appeals shall conform to the following development standards:~~

~~[A] The tower structure shall not exceed 150 feet in height for a new service provider, and 80 feet in height for towers intended to fill in service gaps for an existing provider;~~

~~[B] The setback requirement for towers shall be as follows. Setbacks shall be measured from the base of the tower to the applicable lot lines.~~

TOWER SETBACK REQUIREMENTS	
Front yard (including through lots)	75% of tower structure height
Side yard — interior lot line	50% of tower structure height
Side yard — street frontage side of corner lot	75% of tower structure height
Rear yard	50% of tower structure height

(b) Home business

(i) The Board may limit the number of outside employees who work at the home;

(ii) No outside display, storage, work, or other exterior indication of the home business shall be permitted, except for a sign of up to three (3) square feet;

(iii) No vehicle with a load capacity greater than one-ton shall be permitted to be parked outside as part of a home business; and

(iv) Food-related uses shall also require Fort Wayne-Allen County Department of Health approval.

(c) Home enterprise

(i) The Board may limit the number of employees;

(ii) The area used for outside storage for the home enterprise shall be: limited to the size of the building used for the workshop, up to 4,000 square feet; permitted up to eight (8) feet in height; and adequately screened; the Board may further limit the outside storage area;

~~(iii) Adequate on-site parking shall be provided for employee and client/customer parking; and~~

~~(iv)~~(iii) Home enterprises shall only be considered for properties previously approved for a home workshop or a different home enterprise.

FORT WAYNE ZONING ORDINANCE

(E) Variances from **Development** Standards

The **Board of Zoning Appeals** may approve variances from the **development** standards of this ordinance, pursuant to IC 36-7-4-918.5, if the **Board** makes a written determination that:

- (1) The approval will not be injurious to the public health, safety, morals, and general welfare of the community;
- (2) The **use** and value of the area **adjacent** to the property included in the variance will not be affected in a substantially adverse manner; and
- (3) The strict application of the terms of the ordinance will result in practical difficulties in the **use** of the property.

(F) Use Variances

~~The **Board of Zoning Appeals** may approve variances of **use** pursuant to IC 36-7-4-918.4 if the **Board** makes a written determination that:~~

(1) Criteria for Approval of Use Variance

~~The Board of Zoning Appeals may approve variances of use pursuant to IC 36-7-4-918.4 if the Board makes a written determination that:~~

- (a) The approval will not be injurious to the public health, safety, morals, and general welfare of the community;
- (b) The **use** and value of the area **adjacent** to the property included in the variance will not be affected in a substantially adverse manner;
- (c) The need for the variance arises from some **condition** peculiar to the property involved;
- (d) The strict application of the terms of this ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought; and
- (e) The approval does not interfere substantially with the **Comprehensive Plan** or any other plan duly adopted by the Fort Wayne Common Council.

(2) Additional Use Variance Standards and Provisions

For all Use Variance applications, landscape standards (§157.404(I)) and parking (§157.404(M)) shall be as determined by the Board of Zoning Appeals in its approval.

FORT WAYNE ZONING ORDINANCE

Church (see “Religious Institution”)

City

The City of Fort Wayne, Indiana.

Class I Child Care Home (see “Child Care Home”)

Class II Child Care Home (see “Child Care Home”)

Clinic

A facility organized and operated for the primary purpose of providing health services for out-patient treatment and special study of human sick or injured by licensed physicians and their professional associates practicing medicine together and including laboratories and other related service facilities operated in connection with the **clinic**. A **use** that meets the definition of “**Treatment Center**” shall not be considered to be a **Clinic**.

Club, Private

An association, whether incorporated or unincorporated, organized for a common purpose to pursue common goals, interests or activities, not including associations organized for a commercial or business purpose; a **private club** is characterized by certain membership qualifications, payment of **fees** and dues, regular meetings, and a constitution and bylaws. Any use that meets the definition of “**sexually oriented business**” as defined in Chapter 121.02 of the Municipal Code of the City of Fort Wayne shall not be considered a **Private Club**.

Clubhouse

A **building** that provides a meeting place for a **club** as a **primary use**.

Coffee Shop

Any room, place, or **building** where the serving of coffee is the **primary use** and where tables and chairs are provided for the **use** of patrons.

Collector Street (see “Street, Collector”)

Commercial Communication Tower

A **structure** on which one or more antenna will be located that is intended for transmitting and/or receiving radio, television, telephone, wireless or microwave communications for an FCC licensed carrier, excluding those used exclusively for private radio and television reception and private citizen’s bands, amateur radio and other similar private/residential communications. Where permitted, commercial communications towers may be freestanding or building-mounted.

Commission

The Fort Wayne **City Plan Commission**.

Commitment

A written instrument, prepared, adopted, and recorded in conformance with I.C. 36-7-4-1015 and the provisions of this ordinance.

FORT WAYNE ZONING ORDINANCE

Universally Permitted Use

Universally permitted uses are land **uses** that are permitted in any **zoning district** within Fort Wayne's **planning jurisdiction**. These **uses** shall include, but not be limited to the following **primary uses**, and related **accessory uses** except as noted:

- (1) a **community garden** (including an **open fence** of up to four (4) feet in height, which shall meet the front primary and **corner lot street side yard building setbacks**, or an **ornamental fence** subject to the standards herein);
- (2) an **open fence** of up to four (4) feet in height, which shall meet the front **primary building setback** and **corner lot street side yard building setbacks**, or an **ornamental fence** subject to the standards herein, in conjunction with a vacant **lot**, or an existing proposed **primary use parking area**;
- (3) a fire station, **police station**, other similar public safety **use**, or other publicly-owned **building** supported by municipal or county taxes, such as a community center or **library**;
- (4) a **nature preserve** (private non-profit), excluding **parking areas** or **structures** available for public **use**;
- (5) an **off-site parking area** for a **religious institution** or a **school**, if located directly across an **alley right-of-way** from that **primary use**;
- (6) a **park or recreation area** (public county, municipal, state, or township), including **parking areas**, and **structures**;
- (7) a private garden (including an **open fence** of up to four (4) feet in height, which shall meet the front primary and **corner lot street side yard building setbacks**, or an **ornamental fence** subject to the standards herein);
- (8) a **religious institution**; ~~and~~
- (9) a school (public or private elementary, junior, or senior high, including charter or vocational **school**); including certain **accessory structures** and facilities used by the **school**, and those **accessory uses** associated with the **school use**, as determined by the **Zoning Administrator**; and
- (9)(10) A commercial communications tower (see §157.404(Z) for development standards).

Unlicensed Motor Vehicles

A **motor vehicle** without proper, current license plates, registration and/or inspection certificate to be lawfully operated on public ways.

Unplatted Land

A piece of land with a metes and bounds legal description, created by a legally recorded deed.

Unrelated Persons

Two (2) or more **persons** occupying a **single dwelling unit** who are not related by blood, marriage or adoption.

Use

The purpose or activity for which land or **buildings** are designed, arranged, or intended or for which land or **buildings** are occupied or maintained.

Use, Nonconforming (see "Nonconforming Use")

Use, Nonresidential

A commercial, industrial, or institutional **use**, including educational and **religious institutions**, as opposed to a **single family**, **two family**, multiple **family**, or other residential **use**.